

## **Spokane Park Board**

3:30 p.m. Thursday, April 13, 2023 In-person in Council Chambers, City Hall, and WebEx virtual meeting

## **Park Board Members**

X Bob Anderson – President

X Gerry Sperling – Vice President

X Garrett Jones – Secretary

X Nick Sumner

X Greta Gilman

Sally Lodato (Absent/Excused)

X Jennifer Ogden

X Barb Richey

Hannah Kitz (Absent)

X Kevin Brownlee

X Christina VerHeul

Jonathan Bingle - City Council liaison

(Absent/Excused

## **Parks Staff**

Jason Conley
Jennifer Papich

Jonathan Moog

Nick Hamad Berry Ellison Rich Lentz Mark Poirier

Al Vorderbrueggen

Ryan Griffith Fianna Dickson Sarah Deatrich

Kris Behr

## Guests

Kelly Brown Greg Forsyth

David & Becky Evans

Bob Young
Chad Mitchell
Trevor Marks
Nick Meeks
Linda Valentine
Mike Rasmussen
Sharon Burkwist

Deitrah Stewart

Vicki Hunt

Sheryl McEachran Susan Matthews Molly Marshall Sam Mace Hal Rowe Sheila Evans Karen Mobley Julia Goltz Mike Peterson

## **MINUTES**

(Click HERE to view a video recording of the meeting.)

1. Roll Call: Bob Anderson

The meeting was called to order at 3:31 p.m. See above for attendance

## 2. Additions or deletions to the agenda:

A. Bob Anderson stated that following productive conversations concerning the Upriver dog park site and park classifications during the March Park Board retreat, he and Vice President Gerry Sperling met with Parks staff to determine the most effective next step. Both items were potential action items for the April Land Committee; however, it was decided the items should be brought before the full board.

The following changes to the regular order of business were made to this meeting's agenda:

1. Immediately preceding the consent agenda approval, an open forum was held for topics unrelated to agenda items.

2. Public comment related to agenda topics followed presentations by Park Staff.

This determination was made with the feeling that listening to and understanding the presentations, prior to commenting on their effectiveness, would be the most effective format.

All comments and questions took place following the Parks staff presentations as listed under the special discussion/action items heading.

No vote took place pertaining to these items, and based on the discussion, their placement on the Land Committee agenda as action items will be determined.

## 3. **Open Forum**:

- A. Susan Matthews requested additional pickleball resources and lining of the tennis courts at Comstock and Mission parks for pickleball use.
- B. Molly Marshall from Citizen Action for Latah Valley voiced concern for the Latah Valley citizens, wildlife, and natural lands which, she feels, are at risk as a result of pressure from the City and developers. She spoke of the opportunity for Parks to become involved in protecting this area.

## 4. Consent agenda

- A. Administrative and committee-level items
  - 1) March 9, 2023, regular Park Board meeting minutes
  - 2) March 16, 2023, special Park Board meeting minutes
  - 3) Claims March 2023
  - 4) Liberty Park Library lease agreement amendment 3 for refuse receptacle enclosure (revenue of \$33,500.00) Berry Ellison
  - 5) Northwest Playground Equipment, Inc. playground surfacing & installation contract / Liberty Park (\$138,173.58 plus tax) Berry Ellison
  - 6) On-Call Electrician Services contract amendment with Electric City, Inc. (compensation not to exceed \$100,000 per year, for each of the remaining years of the contract) Carl Strong
  - 7) Bacon Concrete, Inc. change order #8/West Havermale (\$24,986.00 plus tax) Berry Ellison
  - 8) ICCU sponsorship agreement (\$51,000) Jonathan Moog
  - 9) Garco Construction agreement amendment #1/On-call light blade repair (\$75,000 plus tax) Jonathan Moog
  - 10) Spirit Pruners, LLC. Change Order #2 / Downriver Golf Course Forest Health Management (\$9,350.00 plus tax) Nick Hamad

**Motion No. 1:** Bob Anderson moved to approve consent agenda items #1 - #10, as written.

Gerry Sperling seconded.

Motion passed with unanimous consent (8-0)

## 5. **Special guests**

- A. Kelly Brown Friends of Manito Park
  - 1. Kelly presented the Friends of Manito Park annual review. In 2022, the Friends of Manito Park were able to reach their goals to:
    - a. Resume adult education and create new children's educational programming.
    - b. Increase holiday lights sponsorships
    - c. Create new ways to steward donors

- d. Announce endowment
- e. Rebrand the organization and redefine the mission
- f. Increase vendors participation at Manito Park Art Festival

The full presentation is attached.

- 6. **Financial report and budget update** Rich Lentz presented the March financial report and budget update.
  - A. Park Fund The March operating expenditures for the Park Fund are roughly \$313,000 above the historic budget average. Year-to-date revenues are approximately \$196,000 above the budget average. Revenues are exceeding expenditures almost \$1.5 million.
  - B. Golf Fund The March operating expenditures for the Golf Fund are almost \$21,000 more than the budget average. Year-to-date revenues are below the budget average about \$339,000. Expenditures are exceeding revenues about \$299,000 year-to-date.

## 7. Special discussion/action items:

- A. Preliminary recommendation selecting Upriver Park as the location for an official south hill dog park / Upriver Park (no cost) – Nick Hamad
  - 1. Nick gave a presentation regarding the preliminary recommendation of Upriver Park as the location for an official south hill dog park.
    - a. This discussion is to update the Board on the site selection process, relay recent feedback, and to present preliminary recommendations to relay intentions and provide an opportunity for public feedback which can then be incorporated prior to returning to the Board with an official recommendation. No action is requested at this meeting.
    - b. The temporary dog park site, which is directly adjacent to construction of a new middle school, is currently open. Spokane Public Schools intends to keep this site open until a replacement location is determined. Due to construction of an access road, fire lane, and utilities for the new school, the temporary site area has been reduced, and a new portion will be relocated to the southwest corner of the 63<sup>rd</sup> Ave & Regal intersection.
    - c. While working to preserve as much space as possible, we are continuing to search for the following attributes:
      - i. Seven-plus acres, treed, and natural
      - ii. Easily accessible by vehicle and has ample parking or space for construction of a parking lot
      - iii. May be fenced and buffered from other uses
      - iv. Walkable
      - v. Protects critical habitat
      - vi. Utilities available
    - d. Of the three City owned sites previously proposed, none were feasible after considering public engagement and feedback. It was determined by the Park Board and the public that preservation of the natural spaces was preferable to a dog park.
    - e. In the year since the dog park MOU was adopted:
      - i. Consultants completed a Citywide analysis
      - ii. Parks met with the Project Advisory Committee which includes two representatives from each City district, a service provider, and a veterinarian.
      - iii. A public survey was taken, which received approximately 1,150 responses.
      - iv. Five public open houses were held, which attracted about 246 participants and received 408 votes, 76 comment cards, and 32 emails.
      - v. Parks met with five neighborhood councils
      - vi. Presentations/proposals were taken to the Land Committee four times and to the

Park Board three times.

- f. As the top three proposed sites were unviable, a broader search continued in the County. After evaluating several County locations, none were feasible via partnership. As a result, location options north of the river, and an upgrade to the existing High Bridge Dog Park were also explored.
- g. Last month, two options were presented at a public open house at Mullen Road Elementary School:
  - i. Upriver Park. This location is a 20-minute drive from 57<sup>th</sup> & Regal, is between 7.5 and 9 acres of flat land in natural condition. This site would require a new parking lot, fencing, surfacing, and selective tree removal. Potable water is not available to this location. The existing soft surface trail just north of the proposed dog park area would be preserved.
  - ii. High Bridge Park. This location is slightly closer to 57<sup>th</sup> & Regal dog park and is between 8.5 to 9.5 acres of both flat and sloped areas. This site has better access to potable water. This site would require renovation of the existing facility to improve access, security, and amenity upgrades.
  - iii. Upriver Park was strongly preferred among the open house attendees.
  - iv. Adding a dog park in District 1 is a first-tier priority project recommended in the Master Plan and meets goal B, objective 1.
- h. The Parks Department recognizes neither of these locations is near the 57<sup>th</sup> & Regal unofficial dog park location. Spokane School District has offered to build a neighborhood dog park at 63<sup>rd</sup> & Regal with the condition that the Park Board accept and maintain the property. The property is approximately 1.8 acres and the dog park would be contained within that area. This park would provide neighborhood dog park service close to where it was lost.
- i. Park staff will continue seeking public input through the month of April on the Upriver Dog Park location to gather more information prior to making a site recommendation.
- j. The full presentation begins at minute 27:14 of the recording.

Jennifer Ogden questioned whether potential wildlife corridors were considered, and whether the owner of the private property adjacent to the area has been contacted. Nick replied that Parks owns several hundred contiguous acres with conservation easement in the area which will provide significant corridors in which wildlife could move. The owner of the private property adjacent to the area has not yet been contacted; however, mailers were sent to nearby residents.

## B. Public comments:

- Sheryl McEachran asked for consideration of handicapped people and dogs. She suggested a separate path around the outside perimeter for people and dogs who move more slowly.
- 2. Vicki Hunt voiced concern about the traffic near the existing parking lot at Upriver Park. She also expressed concern about safety at High Bridge Park.
- 3. Mike Rasmussen spoke in favor of both Upriver Park and the proposed 63<sup>rd</sup> & Regal location.
- 4. Linda Valentine spoke in favor of an Upriver Dog Park. She feels this location would have the least impact on the environment and natural land.
- 5. Nick Meeks spoke in favor of an Upriver Dog Park for the space it provides.
- Trevor Marks spoke in favor of an Upriver Dog Park as it meets the preferred criteria, adds another park, and is in a location which would provide access to different communities.
- 7. Chad Mitchell spoke in favor of an Upriver Dog Park and cited time is of the essence as the construction and opening of Pepperzak Middle School will soon displace the

temporary location now in use.

- 8. Garrett Jones shared two emails:
  - a. Evergreen East Mountain Bikes Club expressed no concerns over the Upriver Dog Park and give their full support.
  - b. Councilman Jonathan Bingle, representative of District 1 wrote, "We want the dog park". He has contacted all adjacent neighborhoods and has received only positive responses.

## C. Park Classifications & Park Property Development Assessment / All Parks (no cost) – Nick Hamad

- 1. Nick gave a presentation regarding Park Classifications & Park Property Development.
  - a. This discussion item is only to provide information to the Board, provide preliminary recommendations, and gather input; no action is requested at this time.
  - b. There are approximately 4,000 acres of park land Citywide, inside and outside the City, two-thirds of which are comprised of natural lands and golf courses. The remaining one-third are developed parks.
    - i. Neighborhood parks are 4 to 15 acres in size and provide 3 to 7 amenities. They are centrally located in neighborhoods with safe walking and bicycle access.
    - ii. Pocket parks are similar to neighborhood parks but smaller. They are often 2 acres or less and provide few amenities.
    - iii. Community parks are 10-50 acres in size, provide 6-15 amenities, and offer diverse recreational opportunities. They are centrally located in neighborhoods with safe walking and bicycle access and are adjacent to a school when possible. These parks may include athletic complexes, large swimming pools, or other outdoor recreation facilities.
    - iv. Special use parks are 4-15 acres in size and may include arboretums, aquatic centers, skate parks, or other specialized activity.
    - v. Parkways are landscaped areas within or adjacent to the public right of way. They may have direct access from a major park with connectivity to adjacent parks and open spaces.
    - vi. Golf courses are generally between 140 and 250 acres. They may contain trails or trail access within non-playable areas of the property so long as golf activity is unencumbered by trail access.
    - vii. Regional parks are 80+ acre expanses of open land. They provide natural, open space in which to engage in active and passive recreation.
    - viii. Natural lands are more than 25 acres and contain few amenities. They function to protect environmentally sensitive features that may restrict land use. Natural lands are generally maintained in a natural state and preserve significant views and provide wildlife sanctuary. Conservation lands, which can be found on / within park natural lands, often have limited public access for recreational use. Natural land and conservation land are both land in a natural state; however, conservation land restricts future development, certain types of recreation, and most improvements. These restrictions are enforceable by a third party.
    - ix. The Park Board Charter protects all parks (regardless of park type) from sale or transfer; however, the Board possesses authority to approve changes / improvements to any park property.
    - x. A conservation covenant, if applied to all or a portion of a park, restricts land to conservation purposes in exchange for some form of compensation. In the case of Conservation Futures for example, the County purchases property and deeds the land to the City at no cost. In turn, the County applies a conservation covenant to restrict the way the land may be used.

- xi. The Park Board may elect to apply a conservation covenant to one or more park properties at its discretion, though that restriction would be largely symbolic and a future Park Board action may remove that restriction unless Park Board conveys some interest in that park to a 3<sup>rd</sup> party (private non-profit, other) for some form of compensation.
- c. Prior to pursuing any such action, Park Staff needs direction from the Park Board regarding whether or not one such conservation restriction is desired at one or more locations.
- d. Whether or not Park Board desires to add restrictive covenants, park staff sees need to better relay background information for park development projects to the Board. To do so, Planning staff suggest the following:
  - i. An update to the Park Board briefing paper to add a Master Plan 'Goal, Objective, Strategy' section and 'Project Priority Tier' to all agenda items
  - ii. Briefing the Park Board one month in advance of requesting high profile actions
  - iii. Creating a Park Property Development Assessment form which would provide a high-level evaluation of project impacts and outcomes. This would provide such information as the size and type of the land, whether the land is proposed for development, whether it has a conservation restriction, and whether the public has been engaged and whether they are supportive.
  - iv. Including public comment regarding agenda items with the respective discussion / action.
- e. The Board will be provided with a map of conservation protected properties.
- f. The full presentation begins at minute 1:04:17 of the recording.

President Anderson thanked Nick for his considerable efforts on this subject.

Christina VerHeul asked if the Board were to decide to change a natural land to conservation, would existing structures that don't comply with conservation criteria would need to be removed. Nick stated he believes the decision would be at the Board's discretion and there would likely be a planning work group formed to create a strategic plan. Christina then asked whether a park could be sub-divided into part natural/ part developed land. Nick informed her that the Board may do that prior to conservation but not afterwards.

Jennifer Ogden agreed with Nick's briefing paper ideas, stating that it is beneficial to both the Board and the public as it keeps everyone informed of the considerations taken when planning a process and provides answers to some of the questions they may have.

Kevin Brownlee commented that park designation provides protection to parks from future uses. He is unconvinced that additional protections are needed as there is no significant development pressure and he feels that this discussion stemmed from one specific instance. His concern is regarding difficulty in making decisions to approve or deny proposals from neighborhoods.

Nick Sumner agreed with Kevin and added the Board may need to require a documented justification as to why a change should be made.

Greta Gilman commented on the need to recognize that undeveloped parks are not necessarily unused. She also expressed agreement that Park Board briefing papers should refer to the Master Plan as it is the voice of the citizens.

Jennifer Ogden feels creating a blanket conservation policy should be avoided as the differences between each neighborhood and park should be considered on a case-by-case basis.

Bob Anderson agreed with Jennifer.

Gerry Sperling commented that the format proposed would be helpful to the Board and Parks staff because it allows time for thought and consideration of each item before it comes to the Board for action.

## D. Public comments:

- Mike Peterson feels there should be an assessment of natural lands to determine their condition. He appreciates the different conservation options Nick presented and suggested a Natural Land Committee.
- 2. Karen Mobley commented that Spokane Urban Nature would like see follow-through with the promise to devise a preservation designation for Lincoln and Underhill parks. She would like to volunteer for a work group to find a solution. Lincoln Heights neighborhood council passed a resolution to preserve the natural properties at Lincoln and Underhill parks and plan to hold a Nature Day at Lincoln Park on Saturday, May 13, with the intent of providing environmental education to the community.
- 3. Sheila Evans agreed with Karen Mobley. She added thanks to the Board for listening to the community concerns regarding Lincoln and Underhill parks having been proposed dog park locations, as well as their concern regarding neighborhoods' accessibility to untouched natural land. Sheila also requested the Board move forward with protections for Lincoln and Underhill.
- 4. Hal Rowe stressed the importance of natural wild areas to mental health. He sited a Yale study which outlines the effects of the environment on human psychology and how we benefit from nature. He feels there should be designations on the land.
- 5. Sam Mace spoke in favor of protection for Lincoln and Underhill parks.
- 6. Garrett Jones shared an email from Carol Tomczyk, Chair of Lincoln Heights Neighborhood Council. She informs the Board that the Lincoln Heights Neighborhood Council passed a resolution in support of designating upper Lincoln Park as a park natural land, on November 15, 2022. She expressed appreciation for the work and time spent on park classifications. Carol also iterated that the Council does not want its residents to lose recreational access to upper Lincoln Park or any neighborhood park with the options for natural land designations.

## 8. **Committee reports**:

**Urban Forestry Tree Committee**: The April 4, 2023 meeting was canceled. – Kevin Brownlee

- A. Action items: None
- B. The next regularly scheduled meeting is 4:15 p.m. May 2, 2023, in the Liberty Park Library Events Room, 402 S. Pittsburg St, and virtually via WebEx.

Golf Committee: April 11, 2023 – Nick Sumner

- A. Action items: The action item was presented on the consent agenda.
  - 1. All four golf courses are now open.
  - 2. Youth programs are starting up.
  - 3. Men's and Ladies' clubs are beginning.
  - 4. There are four permanent job openings, one per course.
- B. The next scheduled meeting is 8:00 a.m. May 9, 2023, at **The Hive, Events Room C, 2904 E. Sprague Ave,** and virtually via WebEx.

**Land Committee**: April 5, 2023 – Greta Gilman

- A. Action items: Three of four action items were presented on the consent agenda.
  - 1. AllPlay Systems, LLC contract for play equipment, surfacing, & installation/Wildhorse

## Park playground project (\$130,694.59 tax inclusive) – Berry Ellison

- a. Wildhorse Park is a neighborhood 3+ acre park near Esmerelda Golf Course with a proposed 3,000 square foot playground. The park abuts Garland Ave, the North-South freeway corridor, and Children of the Sun trail. There is a pedestrian bridge to/from Market St. at the north-east corner of the park, which is already highly utilized.
- b. The proposed playground is tailored for elementary school children.
- c. Today's action item is a contract only for the purchase and installation of playground equipment. Additional proposals for walkway and landscape work will be presented at a later date.

**Motion No. 2:** Greta Gilman moved to approve the AllPlay Systems, LLC contract for play equipment, surfacing, & installation / Wildhorse Park playground project (\$130,694.59 tax inclusive).

Barb Richey seconded.

Motion passed with unanimous consent. (8-0)

B. The next scheduled meeting is 3:30 p.m. May 3, 2023, in the Liberty Park Library Events Room, 402 S. Pittsburg St, and virtually via WebEx.

Recreation Committee: The April 5, 2023, meeting was canceled – Sally Lodato

- A. Action items: None
- B. The next scheduled meeting is 5:15 p.m. May 3, 2023, in the Liberty Park Library Events Room, 402 S. Pittsburg St, and virtually via WebEx.

## Riverfront Park Committee: April 10, 2023 – Gerry Sperling

- A. Action items: Three of five action items were presented on the consent agenda.
  - 1. Gargo Construction, Inc./ Riverfront Park South Suspension Bridge Renovation Construction (\$2,099,949.90, tax inclusive) Nick Hamad
    - a. The Riverfront Park South Suspension bridge has been closed since May of 2022.
    - b. This renovation will include bridge deck replacement; historic renovations of the guardrails to be compliant with modern safety restrictions; addition of stainless-steel handrails and lighting. These improvements are expected to extend the life of the bridge 50 years.
    - c. Total budget for this renovation was \$2,815,000 which includes \$1,400,000 RCO grant and a \$1,415,000 match from City REET funds. Total budget includes not only construction, but also design, engineering, and construction management. The low bid price was approximately \$2.1 million, about \$200,000 under the estimated construction cost.

**Motion No. 3:** Gerry Sperling moved to approve Gargo Construction, Inc./ Riverfront Park South Suspension Bridge Renovation Construction (\$2,099,949.90, tax inclusive).

Nick Sumner seconded.

Motion passed with unanimous consent. (8-0)

- Doppelmayr USA master agreement amendment (\$90,000, tax inclusive) Jonathan Moog
  - a. In August 2021, Park Board approved a sole source resolution with Doppelmayr USA for parts and service on the Numerica SkyRide. Doppelmayr is the manufacturer of the SkyRide; therefore, they can provide the specialized parts and service required.

- b. In September 2021, Park Board approved a five year, \$50,000 on-call master agreement.
- c. In September 2022, Doppelmayr completed a service assessment and recommended a three-year maintenance schedule. This amendment to the master agreement increases the annual contract amount from \$50,000 to \$90,000 to implement a three-year preventative maintenance plan.
- d. Jon will present the Board with a status update in Summer, 2023. The update will provide the complete cost assessment of the three-year plan.

**Motion No. 4:** Gerry Sperling moved to approve Doppelmayr USA master agreement amendment (\$90,000, tax inclusive).

Jennifer Ogden seconded. Motion passed with unanimous consent. (8-0)

- 3. Jon presented an RFP update.
  - a. The Tickets & Treats concession stand has been refurbished and reopened.
  - b. The RFP concert series is going well, with eight performances scheduled and more to come.
  - c. The Pavilion hosed The Inlander's Best Of event at which Riverfront Park won several awards.
  - d. RFP hid 50 gold coins around the park for a new event called Leprechaun Gold, redeemable for a free Carrousel ride.
  - e. Five interpretive signs have been installed at RFP for the Looff Carrousel, Theme Stream, Clock Tower, William S. Fearn, and the US Pavilion.
  - f. Over 3,500 people were in the Park for the annual Easter Egg Hunt, with thanks to One Heart Spokane and The Isaac Foundation for their partnership, where over 20,000 eggs were given away.
- B. The next scheduled meeting is 4:00 p.m. May 8, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

## Finance Committee: April 11, 2023 – Bob Anderson

- A. Action items: None
  - 1. The committee discussed the Susie's Trail development.
    - a. The proposed trail is broken into three segments in order to facilitate completion of at least one.
    - b. The first proposed section was bid out at \$200,000. Half of the funds have been raised through a generous \$100,000 donation by Nancy Mackerrow.
    - c. Initial construction is slated to begin in May.
  - Rich Lentz provided a recap of the Riverfront bond, which has a balance of \$746,221 due to accrued interest.
    - a. The majority of this balance is committed to the West Havermale parking lot. Construction awaits completion of Post Street Bridge.
    - b. Parks operating budget continues to follow recent path of operating expenses exceeding revenue, which illustrated the need to develop new revenue channels.
    - c. Golf's low first-quarter performance was largely due to poor weather.
- B. The next regularly scheduled meeting is 3:00 p.m. May 9, 2023, in the Liberty Park Library Events Room, 402 S. Pittsburg St, and virtually via WebEx.

**Development & Volunteer Committee**: The March 15, 2023, meeting was canceled. –

## Jennifer Ogden

- A. None
- B. Kelly Brown presented a DVCAC update
  - 1. The group discussed fundraising and upcoming events. Minutes available online
  - 2. Lee Williams gave a Friends of Coeur d'Alene Park presentation to the DVCAC which she will bring to the April 19<sup>th</sup> DVC meeting.
- C. The next regularly scheduled meeting is 3:00 p.m. April 19, 2023, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

## 9. **Reports**

A. President: Bob Anderson

- 1. Bob expressed appreciation for the effective communications from the Park Board, Parks staff, and the guest speakers at the March Park Board retreat. The Board is planning another retreat in the Fall.
- 2. Board member Christina VerHeul has accepted an employment opportunity for the position of Associate Vice President of Communications for Fred Hutchinson Cancer Center in Seattle. She will remain a resident of Spokane; however, as she will be unable to fulfill her Park Board responsibilities, she has given her resignation notice to the President Anderson. She will continue in her role on the Board as long as needed to find a replacement.
- 3. Due to limited response to his request for Park Board members volunteers for the Executive Committee Charter, Bob selected four members: Jennifer Ogden, Gerry Sperling, Kevin Brownlee, and himself. These members will work out a schedule which allows for two members present at all meetings.
- 4. Ribbon cutting at the Stepwell will be Saturday, May 6th.

## B. Liaisons

- 1. Conservation Futures Nick Sumner: No update
- 2. Parks Foundation Barb Richey: No update
- 3. City Council Jonathan Bingle: No update

## C. Director: Garrett Jones

- 1. Garrett thanked the clerk team for their work with our Spokane Public Library partners to facilitate moving Park Board committee meetings out of City Hall to public library locations. The primary goal is to provide better access for committee members, staff, and citizens.
- Garrett expressed thanks to golf course superintendents for being able to open the golf courses in good shape following an especially difficult winter.
- 3. Garrett thanked Christina for her commitment to the Board.

## 10. Executive session

A. None

## 11. Correspondence:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 5:50 p.m.

## 13. **Meeting dates**

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. May 2, 2023, in the Liberty Park Library Events Room, 402 S. Pittsburg St, and virtually via WebEx

Land Committee: 3:30 p.m. May 3, 2023, in the Liberty Park Library Events Room, 402 S. Pittsburg St, and virtually via WebEx

Recreation Committee: 5:15 p.m. May 3, 2023, in the in the Liberty Park Library Events Room, 402 S. Pittsburg St, and virtually via WebEx

Riverfront Park Committee: 4:00 p.m. May 8, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. May 9, 2023, in **The Hive, Events Room C, 2904 E. Sprague Ave,** and virtually via WebEx

Finance Committee: 3:00 p.m. May 9, 2023, in the Liberty Park Library Events Room, 402 S. Pittsburg St, and virtually via WebEx

Development & Volunteer Committee: 3:00 p.m. April 19, 2023, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

- B. Park Board: 3:30 p.m. May 11, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx.
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:	Garrett Jones
	Garrett Jones Director of Parks and Recreation

## CITY OF SPOKANE PARK AND RECREATION DIVISION MARCH 2023 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - APRIL 13, 2023

## **PARKS & RECREATION:**

SALARIES & WAGES	\$ 829,298.17
MAINTENANCE & OPERATIONS	\$ 808,878.87
CAPITAL OUTLAY	\$ 8,250.65
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 45,001.25
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 3,370.00
GOLF:	
SALARIES & WAGES	\$ 99,994.47
MAINTENANCE & OPERATIONS	\$ 92,000.53
CAPITAL OUTLAY	
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 1,886,793.94

# Spokane Park Board Briefing Paper



Committee	Land				
Committee meeting date	April 5, 2023				
Requester	Berry Ellison		Phone nu	ı <b>mber</b> : 625-6276	6
Type of agenda item	OConsent ODiscus	ssion	OInformat	ion	<ul><li>Action</li></ul>
Type of contract/agreement	○New ○ Renewal/ext.	OLease (	<ul><li>Amendmer</li></ul>	nt/change order	Other
City Clerks file (OPR or policy #)	OPR 2019-0534				
Item title: (Use exact language noted on the agenda)	Liberty Library Lease Ame	ndment #3 -	Refuse Recep	otacle Enclosure	
Begin/end dates	Begins: 04/13/2023	Ends:		<b>√</b> 0	pen ended
Background/history: The Library at Liberty Park would care to pay for the Liberty Park refuse dumpster enclosure and amend the current lease. If approved, the Library would reimburse Parks \$33,500 for the cost to build the dumpster enclosure. In return, the library will be allowed to share the use of the dumpster for the duration of the lease.					
Motion wording: Move to approve Liberty Library Lease Agreement Amendment 3 for Refuse Receptacle Enclosure with Revenue of \$33,500.00.  Approvals/signatures outside Parks:					
If so, who/what department, agency or c				Dhono: 500 44	4 5240
Name: Andrew Chanse	Email address: director(	<u>y</u> spokanelibra	ary.org	Phone: 509 44	4-5310
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:		amad@spoka ong@spokar			
Fiscal impact: C Expenditure	<ul><li>Revenue</li></ul>				
Amount: Budget code: \$33,500.00 1950					
Vendor:					

Updated: 10/21/2019 3:23 PM

## THIRD AMENDMENT TO LIBERTY PARK LIBRARY BRANCH LAND LEASE AND USE AGREEMENT

This Third Amendment to the Liberty Park Library Branch Land Lease and Use Agreement is made and entered into by and between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board"), individually hereafter referenced as a "party," and together as the "parties."

WHEREAS, the parties entered into the Liberty Park Library Branch Land Lease and Use Agreement ("Agreement") in July of 2017 to provide for the construction and operation of the Liberty Park Library as a result of the voter approved bond proposition to finance Spokane Public Library capital improvements, including the construction of the Liberty Park Library Branch; and

WHEREAS, the Agreement provided in part for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate the Liberty Park Library Branch located on Park property; and

WHEREAS, the parties maintain a shared parking lot used for both Library and Park purposes; and

WHEREAS, the Parks Department is preparing to complete certain public improvements to Liberty Park, including restroom renovation, electrical renovation and construction of a refuse receptacle enclosure; and

WHEREAS, the Park Department's construction bid/contract documents indicate the cost of the refuse receptacle enclosure to be \$33,500; and WHEREAS, the parties have a need for garbage/refuse services to serve the needs of both the Library branch and Parks; and

WHEREAS, the parties are in agreement regarding the construction of a refuse receptacle enclosure to be located adjacent to the parking lot.

NOW, THEREFORE, the parties agree as follows:

## 1) CONTRACT DOCUMENTS.

The Liberty Park Library Branch Land Lease and Use Agreement, dated July 15, 2017 and July 16, 2017, any previous amendments, addendums and/or extensions/renewals thereof, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

## 2) EFFECTIVE DATE.

This Third Amendment to the Liberty Park Library Branch Land Lease and Use Agreement shall become effective upon signature of the parties.

## 3) AMENDMENT.

A new paragraph is added to Land Lease and Use Agreement designated as follows:

## 8. Refuse Receptacle Enclosure

SPOKANE PARK BOARD

The Park Board agrees to construct a refuse receptacle enclosure ("enclosure") adjacent to the shared parking lot to be used for municipal refuse collection. The Park Board shall have sole discretion as to the location of the enclosure, after consultation with Library staff, and shall be responsible for the construction and future maintenance of the enclosure as well as all site improvements. The Library Board agrees to contribute THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$33,500.00) as its total contribution of the cost of construction.

The parties agree to share future use of the enclosure and related refuse receptacle for purposes of their respective municipal refuse services.

Ву:	Date
(Name)	
(Title)	
SPOKANE PUBLIC LIBRARY  By:	$\frac{3/7/23}{\text{Date}}$
(Name) Andrew Chanse	
(Title) Executive Director	
Approved as to form:	Attest:
Michel Wrocerb Assistant City Attorney	City Clerk

# Spokane Park Board Briefing Paper



Committee	Land				
Committee meeting date	April 5, 2023				
Requester	Berry Ellison		Phone nu	umber: 625-6276	<del></del> 3
Type of agenda item	Consent	ODiscussion	OInformat	ion	Action
Type of contract/agreement	New Re	newal/ext. OLease	Amendme	nt/change order	Other
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)		ground Equipment, In rty Park playground p			ing &
Begin/end dates	Begins: 04/13/2	2023 Ends	: 12/31/2023		pen ended
Background/history: Liberty Park Playground Renovations include a new 4,386sf playground area with semi-custom play equipment for children aged 2-12. Playground surfacing is a long-lasting, ADA compliant rubber product of uniform thickness and colored wearing top-course.  Northwest Playground, Inc. offered a reasonable product cost with shipping & installation through the NASPO Contract #6480 competitive process resulting in over \$20,000 in discounts.  Note: This quote follows the NASPO Contract #6480 competitive process.  Motion wording:  Move to approve Northwest Playground Equipment, Inc., contract for playground surfacing & installation for the Liberty Park playground project in the amount of \$138,173.58 (plus tax) from ARPA Funds.					
Approvals/signatures outside Parks:	<ul><li>Yes</li></ul>	O No			
If so, who/what department, agency or c			•	Db 500 500	0.0050
Name: Chris Brummett	Email address	: Chrisb@nwplaygro	und.com	Phone: 509 52	J-6053 ————
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:		nhamad@spo sales@nwplay mmurray@spo	ground.com		
Fiscal impact:   Expenditure	Revenue				
Amount: \$ 138,173.58 (plus tax)		Budget code: 1425-88153-94760- (ARPA funds)	56414-97248		
Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - O		W-9 (for new ACH Forms (	for new contracto	nsultants/vendors ors/consultants/ve	

Updated: 10/21/2019 3:23 PM

City	Clerk's No.	



## City of Spokane Parks And Recreation Department

## PUBLIC WORKS CONTRACT

Title: FURNISH AND INSTALL PLAYGROUND SURFACING

This Contract is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT as ("City"), a Washington municipal corporation, and NORTHWEST PLAYGROUND EQUIPMENT, INC., whose address is PO Box 2410, Issaquah, Washington, 98027 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to Furnish and Install Playground Surfacing for Liberty Park; and

WHEREAS, the Contractor was selected from NASPO ValuePoint Master Agreement for Washington State Contract No. 6480; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, passed 1/3/22, (section 1. (G)) and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

- 1. <u>TERM OF CONTRACT</u>. The term of this Contract begins on April 13, 2023, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.
- 2. <u>TIME OF BEGINNING AND COMPLETION</u>. The Contractor shall begin the work outlined in Contractor's Quote ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.
- 3. <u>SCOPE OF WORK</u>. The Contractor's General Scope of Work for this Contract is described in Contractor's Quote No. 327023, which is attached as Exhibit B and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools,

construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Furnish and Install Playground Surfacing for Liberty Park.** 

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

- 4. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-THREE AND 58/100 DOLLARS (\$138,173.58)**, not including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
- 5. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
- 6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- 7. STATE PREVAILING WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- 8. RETAINAGE IN LIEU OF BOND. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final

acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

- 9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.
- INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its 10. officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
- 11. <u>INSURANCE</u>. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
  - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. <u>CONTRACTOR'S WARRANTY</u>. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

## 13. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - 2. Have a current Washington Unified Business Identifier (UBI) number;
  - 3. If applicable, have:
    - Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW:
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.
  - 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
  - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
  - 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.
- 14. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

## 15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided

- by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 16. <u>DEBARMENT AND SUSPENSION</u>. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
- 17. <u>ASSIGNMENTS</u>. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
- 18. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- 19. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
- 20. <u>DISPUTES</u>. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
- 21. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 22. <u>AUDIT / RECORDS</u>. The Contractor and its subcontractors shall maintain for a mi6imum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 23. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 24. <u>CONSTRUAL</u>. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
- 25. <u>MODIFICATIONS</u>. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
- 26. <u>INTEGRATION</u>. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
- 27. <u>FORCE MAJEURE</u>. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

## NORTHWEST PLAYGROUND **EQUIPMENT, INC.**

## **CITY OF SPOKANE**

By		By	Bv		
Signature	Date	Signature	Date		
Type or Print Name		Type or Print Name	•		
Title		Title			
Attest:		Approved as to form:			
 City Clerk		Assistant City Attor	nev		

Attachments that are part of this Contract: Exhibit A - Certification Regarding Debarment Exhibit B - Contractor's Quote dated March 27, 2023 Attachment - ARP/CSLFRF CFDA 21.027 Attachment – General Terms and Conditions

23-066

## EXHIBIT A CERTIFICATION REGARDING DEBARMENT

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals;
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared incligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

## <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u>

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

## Federal Funding Accountability and Transparency Act (FFATA) Certification The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements. If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions. 1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320? Yes If yes, answer question 2 below. No III If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. 2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986? Yes 🔲 If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. No III If no, you are required to report names and compensation. Please fill out the remainder of this form. Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below. Total Compensation: Name: The Grantee certifies that the information contained on this form is true and accurate. By: Chris McGarvey (Mar 27, 2023 17:48 PDT) Title: President, Northwest Playground Equipment, Inc.

Date: Mar 27, 2023

## EXHIBIT B CONTRACTOR'S QUOTE DATED MARCH 27, 2023



## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

## QUOTE

This quote is only valid for 30 days.

 To:
 Spokane Parks
 Quote #
 3272023

 Re:
 Liberty Park PIP Surfacing
 Date:
 3/27/2023

Contact Name: Berry Ellison Phone: 509.625.6276

Email: bellison@spokanecity.org Cell/Fax:

Item # Qty Description Price Total Price

## **EQUIPMENT**

### Flex Ground

Poured-In-Place Rubber Surfacing. Provide & install 4386 Square Feet of Pour In Place safety surfacing. Wear Layer to be a 100% Color mix with Aliphatic/Aromatic Resin UNIFORM thickness of 2.5" -4" (6'-9' CFH max.) Wear course is to be 5/8" thick, created by a mixture of premium colored particles mixed with black and polyurethane binder. Price includes freight and installation.

quote based upon drawing provided on 3/23/23

1 80 Cubic Yards of EWF surfacing- dumped on site and installed with fabric.

3.240.00

155,673.31

Flex Ground Flex Ground Zeager Flex Ground

NASPO Value Point Cooperative Purchasing Discount:

Equipment Subtotal
NASPO 10.00%
NPEI 3.00%
NPEI 15.50%

Equipment Total (less tax)

\$ (15,567.33) \$ (4,670.20) \$ (502.20)

158,913.31

\$

Freight:

\$ 155,673.31

138,173.58

## **CERTIFIED INSTALLATION**

Installation included in the above pricing

Bond Performance Bond (If Required): 3.0% \$ CC Convenience Fee: Credit Card (If Required): 3.5% \$ -

Location Code: Resale Certificate Required for Tax Exemption: Tax: 9.0% \$ 12,435.62

ORDER TOTAL: \$ 150,609.20

All quotes are subject to material and fuel surcharges.

## **Acceptance of Proposal:**

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Karen Weiser

Sales Assistant Customer Signature Dat

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.

PAGE 1 of 2 Revised 5.11.21



## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194 Email: sales@nwplayground.com

Project Name: Liberty Park PIP Surfacing Quote # 3272023

## TERMS AND CONDITIONS

## **QUOTE CONDITIONS AND ACCEPTANCE:**

This quote is only valid for 30 days.

Orders placed or requested for delivery after 30 days are subject to price increases.

\*\*\*\_\_\_\_\_(Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

**EXCLUSIONS:** Unless specified, this quote specifically **excludes** all of the following:

Required Permits

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Storage of equipment

Equipment assembly and/or installation

Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

### FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\*\_\_\_\_\_(Pls Initial)Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

\*\*\* (Pls Initial)Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

### TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

## MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

## INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dist/rocks from with

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

## **Acceptance of Terms & Conditions**

Acceptance of this pro	posal, made by an authorized agent of your company, indicat	es agreement to the above terms and conditions.
Sales Assistant	Customer Signature	Date
	Thank you for choosing Northwest Playgroun	nd Equipment!

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## ATTACHMENT ARP/CSLFRF CFDA 21.027

## ATTACHMENT A- ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane

City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does not apply to projects funded solely with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or
  any of their duly authorized representatives to any books, documents, papers and records, sub-agreements,
  leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials
  related to those records of the Contractor, which are directly pertinent to that specific contract for the
  purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extend consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115¬232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3);
- Indirect cost rate (2 CFR 200.332(a)(4)):
- Records access & retention (2 CFR 200.332(a)(5);
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

## **CERTIFICATION**

Chris McGarvey (Mar 27, 2023 08:10 PDT)

Mar 27, 2023

Signature, Administrator, or Applicant Agency

Date

Chris McGarvey, Northwest Playground President

print name and title

## ATTACHMENT GENERAL TERMS AND CONDITIONS

## 1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

## 2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

## 3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

### 4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

## 5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## 6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

## 7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

## 8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

### 9. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

## 10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <a href="http://dor.wa.gov">http://dor.wa.gov</a> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

## 11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## 12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

## 13. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

## **14. TERMINATION**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## 15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **16. INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## SPECIFIC GRANT RELATED LANGUAGE

## 17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

#### 18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### 20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## 21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

#### 22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

#### 23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

## 24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

#### 25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Chris McGarvey (Mar 27, 2023 17:49 PDT)

Mar 27, 2023

President, Northwest Playground



## **<** Business Lookup

## **License Information:**

New search Back to results

**Entity name:** NORTHWEST PLAYGROUND EQUIPMENT, INC.

**Business name:** NORTHWEST PLAYGROUND EQUIPMENT, INC.

**Entity type:** Profit Corporation

**UBI #:** 601-691-557

**Business ID:** 001

Location ID: 0001

**Location:** Active

**Location address:** 345 NW DOGWOOD ST

ISSAQUAH WA 98027-3216

Mailing address: PO BOX 2410

ISSAQUAH WA 98027-0109



Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Page 2 of 3 >

Endorsements				Filter	
Endorsements held at this I	o License #	Count	Details	Status	Expiration da First issuance
Moses Lake General Business - Non-Resident	BL2021-0889			Active	Feb-29-2024 Dec-28-2021
Mount Vernon General Business - Non-Resident				Active	Feb-29-2024 Sep-19-2008
Oak Harbor General Business - Non-Resident	BL-004084			Active	Feb-29-2024 Apr-16-2007
Pasco General Business - Non-Resident	25292			Active	Feb-29-2024 Jul-15-2014
Port Orchard General Business - Non-Resident	B007275			Active	Feb-29-2024 Feb-06-2012
Port Townsend General Business - Non-Resident				Active	Nov-30-2023 Jan-04-2023



Endorsements held at this lo	License #	Count	Details	Status	Expiration da First issuance
Poulsbo General Business - Non-Resident				Active	Feb-29-2024 Mar-25-2013
Redmond General Business - Non-Resident	RED08-00007	7		Active	Feb-29-2024 Apr-08-2008
Richland General Business - Non-Resident	F03			Active	Feb-29-2024 Sep-17-2014
Sammamish General Business - Non-Resident				Active	Feb-29-2024 Jun-10-2003
Sedro Woolley General Business - Non-Resident				Active	Jan-31-2024 Jan-15-2023
South Bend General Business - Non-Resident	20-440			Active	Feb-29-2024 Apr-29-2020
Spokane General Business - Non-Resident	T12030274BL			Active	Feb-29-2024 Oct-15-2012
Tukwila General Business - Non-Resident				Active	Jul-31-2023 Jul-25-2022
Vancouver General Business - Non-Resident				Active	Feb-29-2024 Jan-28-2021

Governing People May include governing people not registered with Secretary of State								
Governing people	Title							
ARNESON, ERIC								
MC GARVEY, CAROLYN								
MC GARVEY, ROBERT								
MCGARVEY, CHRIS								
	The Business Lookup information is updated nightly. Search date and time: 4/4/2023 11:01:49 AM							

## **Contact us**

How are we doing? **Take our survey!** 

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Nick Ghaffari							
CHOICE Insurance, LLC 8 1715 Market Street STE 100		PHONE (A/C, No, Ext):	(425)	739-6565	FAX (A/C, No): (425)	739-9955			
		E-MAIL ADDRESS:	Servi	ce@choiceinsurance.	net				
Kirkland WA 98033			INSU	RER(S) AFFORDING COVERAGE		NAIC#			
		INSURER A : We	estern	National Mutual Ins	ura	15377			
INSURED (425) 313	3-9161	INSURER B:		·	·				
Northwest Playground Equipment Inc Play Safe Construction, Inc.		INSURER C:		·	·				
PO Box 2410		INSURER D:		·	·				
Issaquah WA 98027		INSURER E :		·	·				
-		INSURER F:							
				DEV//010111					

#### COVERAGES CERTIFICATE NUMBER: Cert ID 26974 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		DOIONO AND CONDITIONS OF COOL		SUBR		POLICY EFF	POLICY EXP			
LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
A	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Y	Y	CPP1037280	03/01/2023	03/01/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	х	ANY AUTO			CPP1037051	03/01/2023	03/01/2024	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
A	х	UMBRELLA LIAB X OCCUR			UMB1006108	03/01/2023	03/01/2024	EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
		DED X RETENTION\$ 10,000							\$	
A		RKERS COMPENSATION EMPLOYERS' LIABILITY			CPP1037280	03/01/2023	03/01/2024	PER X OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 7/N	N/A		WA State Stop Gap			E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
								_		
									\$	
									\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Liberty Park Playground Project.

Certificate Holder is included as Additional Insureds with respect to work performed by or on behalf of the Named Insured and coverage is Primary & Non-Contributory per Endorsement WNGL49. Waiver of Subrogation included per Endorsement CGMU0009. Completed operations included per Endorsement WNGL50. Additional insured applies per written contract and/or agreement.

CERTIFICATE HOLDER	CANCELLATION
City of Spokane Parks & Recreation	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
808 W. Spokane Falls Blvd,	AUTHORIZED REPRESENTATIVE
Spokane WA 99201	ENSAVER

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# Spokane Park Board Briefing Paper



Committee	Land Committee							
Committee meeting date	April 5, 2023							
Requester	Carl Strong Phone number: 363-5415							
Type of agenda item	Consent Obscussion Onformation Action							
Type of contract/agreement	New Renewal/ext. Lease Amendment/change order Other							
City Clerks file (OPR or policy #)	OPR 2022-0417							
<b>Item title</b> : (Use exact language noted on the agenda)	On-Call Electrician Services contract amendment with Electric City Inc. (compensation not to exceed \$100,000 per year, for each of the remaining years of the contract)							
Begin/end dates	Begins: 06/01/2022 Ends: 05/31/2024 Open ended							
Background/history:								
Due to the retirement of the	ne Parks electrician and an increase in vandalism							
	initial contract for electrical services with Electric							
<del>-</del>	ount of up to \$50,000 per year. Contracted work							
	6,000 for the year causing park staff to request an							
_								
increase in the compensa	tion not to exceed \$100,000 per year.							
Motion wording: Move to amend the contract with Electric remaining years of the contract.	City Inc. compensation not to exceed \$100,000 per year, for each of the							
Approvals/signatures outside Parks:	Yes							
If so, who/what department, agency or c	. ,							
Name: Bill Rigsby, Sr.	Email address: billr@electriccitywa.com Phone:							
Distribution:								
Parks – Accounting								
Parks – Sarah Deatrich Requester: Carl Strong								
Grant Management Department/Name:								
Fiscal impact:   Expenditure	Revenue							
Amount:	Budget code:							
\$100,000/year	1400-54500-76810-54802							
	To be divided among budget codes as needed:							
	Ops, Corbin Arts, Manito, Finch, Golf & Riverfront							
Vendor: • Existing vendor	New vendor							
Supporting documents:								
✓ Quotes/solicitation (RFP, RFQ, RFB) ✓ Contractor is on the City's A&E Roster - C	W-9 (for new contractors/consultants/vendors  ACH Forms (for new contractors/consultants/vendors							
✓ Contractor is on the City's A&E Roster - C								

Updated: 10/21/2019 3:23 PM



# CITY OF SPOKANE PARKS AND RECREATION

## **CONTRACT AMENDMENT**

Title: On-Call Electrician Services

This Contract Amendment is made and entered into by and between the CITY OF SPO-KANE PARKS AND RECREATION as ("City"), a Washington municipal corporation, and ELECTRIC CITY, INC., whose address is 16019 East LaCrosse Lane, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide On-Call Electrician Services for City of Spokane Parks; and

WHEREAS, additional work is needed requiring additional funds, thus, the original Contract needs to be formally amended this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

#### 1. CONTRACT DOCUMENTS.

The Contract, dated May 31, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2022, and ends on May 31, 2024

#### 3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOL-LARS** (\$50,000.00), and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

ELECTRIC CITY, INC.	CITY OF SPOKANE PARKS AND RECREATION					
By Signature Date	By					
Type or Print Name	Type or Print Name					
Title	Title					
Attest:	Approved as to form:					
City Clerk	Assistant City Attorney					
Attachments that are part of this Agreement:						

23-077



## **Section Section Secti**

## **License Information:**

New search Back to results

**Entity name:** ELECTRIC CITY, INC.

**Business name:** ELECTRIC CITY, INC.

**Entity type:** Profit Corporation

**UBI #:** 602-782-445

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 16019 E LACROSSE LN

SPOKANE VALLEY WA 99216-1600

Mailing address: PO BOX 11707

SPOKANE VALLEY WA 99211-1707



**Excise tax and reseller permit status:** Click here

Secretary of State status: Click here

## **Endorsements**

Endorsements held at this lo License # Count Details	Status	Expiration da First issuance
Spokane General Business T11053007BL - Non-Resident	Active	Nov-30-2023 Oct-15-2012
Spokane Valley General Business	Active	Nov-30-2023 Oct-24-2008

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
MILLER, KEVIN	

RIGSBY, BILLY

## **Registered Trade Names**

Registered trade names	Status	First issued
ELECTRIC CITY, INC.	Active	Dec-10-2007

The Business Lookup information is updated nightly. Search date and time: 4/5/2023 7:11:00 AM

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ACORD

## CERTIFICATE OF LIABILITY INSURANCE

**MNEIGHBORS** 

DATE (MM/DD/YYYY) 11/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed

If	SUBROGATION IS WAIVED, subjecting services of the subjection of th	ct to	the	terms and conditions of	the po	licv. certain i	oolicies may				
	DUCER				CONTA	ст Dylan Ar	re				
Spo	kane Office			LI C Ommanu	PHONE (A/C, No, Ext): (509) 789-7442 FAX (A/C, No):						
501	okane Office neWest Insurance, a Marsh McLennar N. Riverpoint Blvd., Ste 403 okane, WA 99202  URED  Electric City, Inc. PO Box 11707 Spokane, WA 99211	ı Ay	ency	CLE Gripany	E-MAIL ADDRE	ss: darre@p	aynewest.	com			
Spc	okane, WA 99202		:CE	-03		INS	URER(S) AFFO	RDING COVERAGE		NAIC#	
		6,		2011	INSURER A : Cincinnati Indemnity			ity Company		23280	
INS	JRED	(	720	"L LEICE	INSURE	RB:					
	Electric City, Inc.		nr.	US OFT.	INSURE	RC:					
	PO Box 11707		,	LERKE	INSURER D:						
	Spokane, WA 99211	C.	M	) P.	INSURE	RE:					
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CO	VERAGES CER	TIF <u>I</u>	CAT	E NUMBER:				REVISION NUMBER:			
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INSR LTR		INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	<u>s</u>	1,000,000	
Α	X COMMERCIAL GENERAL LIABILITY					41410000	41410004	DAMAGE TO RENTED	\$	1,000,000	
	CLAIMS-MADE X OCCUR	X	1	ECP 0173300		1/1/2023	1/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	10,000	
								MED EXP (Any one person)	\$	1,000,000	
								PERSONAL & ADV INJURY	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-							GENERAL AGGREGATE	\$	2,000,000	
	3201							PRODUCTS - COMP/OP AGG WA STOP GAP	\$	1,000,000	
Α	OTHER: AUTOMOBILE LIABILITY	_						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	X ANY AUTO			ECP 0173300		1/1/2023	1/1/2024	BODILY INJURY (Per person)	\$	*** **** ***	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$		
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
	76.00 0.12								\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
	DED RETENTION \$								\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$		
		11/2						E.L. DISEASE - EA EMPLOYEE	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
1000	Errors & Omissions			ECP 0173300		1/1/2023	1/1/2024	Aggregate		1,000,000	
Α	Intallation Floater			ECP 0173300		1/1/2023	1/1/2024	Disaster/Job Site		50,000	
DES City	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC of Spokane is added as additional insu	LES (	ACORI per a	D 101, Additional Remarks Schedu ttached form as respects to	ile, may b o: <b>W</b> orl	e attached if more	e space is requi n contract.	red)			
CF	RTIFICATE HOLDER		*		CANO	CELLATION					
CERTIFICATE HOLDER  City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201						CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESENTATIVE							



**ELECCIT-01** 

**MNEIGHBORS** 

DATE (MM/DD/YYYY)

## **CERTIFICATE OF LIABILITY INSURANCE**

11/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

li ti	f SUBROGATION IS WAIVED, subje his certificate does not confer rights t	ct to o the	the cert	terms and conditions of ificate holder in lieu of su	ich end	dorsement(s)		require an ende	orsemen	t. As	tatement on
100000	DDUCER					C⊺ Dylan Ar	re	W	FAX (A/C, No):		
Spokane Office PayneWest Insurance, a Marsh McLennan Agency LLC Company						PHONE (A/C, No, Ext): (509) 789-7442					
501	N. Riverpoint Blvd., Ste 403	II Ay	uncy	LLC Company		<sub>ss:</sub> darre@p		com			
Spo	okane, WA 99202					INS	URER(S) AFFO	RDING COVERAGE			NAIC#
					INSURE	RA: Cincinn	ati Indemn	ity Company			23280
INS	URED				INSURE						
	Electric City, Inc.				INSURE						
	PO Box 11707				INSURE			<u> </u>			
	Spokane, WA 99211				INSURE						
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INSR		ADDL INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE		\$	1,000,000
	CLAIMS-MADE X OCCUR	X		ECP 0173300		1/1/2023	1/1/2024	DAMAGE TO RENTE PREMISES (Ea occu	D rrence)	\$	1,000,000
		8						MED EXP (Any one p	person)	\$	10,000
								PERSONAL & ADV I	NJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	ATE	\$	2,000,000
	POLICY X PRO-							PRODUCTS - COMP		\$	2,000,000
	OTHER:							WA STOP GAP		\$	1,000,000
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
	X ANY AUTO	N.C		ECP 0173300		1/1/2023	1/1/2024	BODILY INJURY (Pe	1	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Pe	r accident)	\$	
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAG (Per accident)	E	\$	
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	EXCESS LIAB CLAIMS-MADE					ļ		AGGREGATE		\$	
	DED RETENTION \$				12					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDEN		s	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA E		\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below				2			E.L. DISEASE - POL		s	
Α	Errors & Omissions			ECP 0173300		1/1/2023	1/1/2024	Aggregate			1,000,000
Α	Intallation Floater			ECP 0173300		1/1/2023	1/1/2024	Disaster/Job S	ite		50,000
ŕ					3						
DES City	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC of Spokane Parks & Recreation Depart	LES (Ament	ACORE	) 101, Additional Remarks Schedu ded as additional insured	ile, may b per atta	e attached if mor ached form as	e space is requii s respects to	red) : Work under writ	ten cont	ract.	
CE	RTIFICATE HOLDER				CANO	ELLATION					
City of Spokane Parks & Recreation Dept 808 W. Spokane Falls Blvd Spokane, WA 99201						OULD ANY OF T	DATE TH	ESCRIBED POLIC IEREOF, NOTICE Y PROVISIONS.			
	Spokalie, WA 33201					AUTHORIZED REPRESENTATIVE					

**ACORD** 

# Spokane Park Board Briefing Paper



Committee	Riverfront				
Committee meeting date	April 10, 2023				
Requester	Berry Ellison		Phone number: 6	25-6276	
Type of agenda item	Consent	Discussion	<ul><li>Information</li></ul>	Action	
Type of contract/agreement	New OR	enewal/ext. OLease	<ul><li>Amendment/chang</li></ul>	e order Other	
City Clerks file (OPR or policy #)	2020-0173				
Item title: (Use exact language noted on the agenda)	Bacon Concre	te, Inc change order #8	s/West Havermale (\$24,9	986.00, plus tax)	
Begin/end dates	Begins: 04/13/	2023 Ends:	12/31/2023	Open ended	
Background/history:  Bacon Concrete is the General Contractor for the West Havermale project. The project includes installation and finishing of the Stepwell Sculpture by Meejin Yoon. The Stepwell sculpture is currently being finished and targeted for opening to the public on May 6, 2023.  As the project was held-over for the winter, the several light fixtures were vandalized and need to be replaced. Adjacent irrigation systems must be repaired in order for this site to function properly. And other incidental work is required to complete the project. Staff has negotiated the scope and fee with the contractor and believes it is appropriate and within budget.  The cost of the work is funded by excess Redevelopment Bond funds.  Motion wording:  Move to approve Bacon Concrete, Inc. Change Order #8 for West Havermale in the amount of \$24,986.00 (plus tax) from Riverfront Park Redevelopment Bond.  Approvals/signatures outside Parks:   Personnel Park Redevelopment Bond.					
If so, who/what department, agency or c Name: Greg Bacon		ss: greg@baconconcre	te.com Phone:	509 924-3900	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:		nhamad@spok jmoog@spoka dlarnold@spok ccroskey@spo gjones@spoka	necity.org kanecity.org kanecity.org		
Fiscal impact: • Expenditure Amount: \$24,986.00 (plus tax)  Vendor: • Existing vendor	New vend	Budget code: 3346-49574-94000-	56315-48193 (Redevelo	pment Bond)	
Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - O UBI: Business license exp	•	ACH Forms (f	contractors/consultants/ or new contractors/consurtificate (min. \$1 million ir	ltants/vendors	

Updated: 10/21/2019 3:23 PM

## CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 8

CHANGE ORDER NO. <u>o</u>								
NAME OF CONTRACTOR: BACON CONCRETE								
PROJECT TITLE: WEST HAVERMALE PROJECT								
CITY CLERK CONTRACT NUMBER: OPR 2020-0173	CITY CLERK CONTRACT NUMBER: OPR 2020-0173							
DESCRIPTION OF CHANGE:	 AMOUNT:							
REPLACE BROKEN AND MISSING LIGHTS; \$24,986.00 REPAIR SPRINKLERS & INSTALL QUICK COUPLER; PLACE BARK MULCH PER PLAN DATED 4/5/23; PLACE TURF SOD PER PLAN DATED 4/5/23; and PERFORM LOAD TEST PER PLAN DATED 4/4/23. and CONTRACT EXTENSION TO DEC 31, 2023								
TOTA	L AMOUNT: \$24,986.00							
CONTRACT SUM (EXCLUDE SALES TAX)								
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$1,814,450.00							
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 308,132.16							
CURRENT CONTRACT AMOUNT \$2,122,582.16								
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 24,986.00							
REVISED CONTRACT SUM	¢2 147 568 16							

CONTRACT COMPLETION DATE			
ORIGINAL CONTRACT COMPLETION DATE	12/31/2020		
CURRENT COMPLETION DATE	09/30/2022		
REVISED COMPLETION DATE	12/31/2023		
Contractor's Acceptance:  City Approval:	Date:		
Attest:	City Clerk		
Approved as to form:	Assistant City Attorney		



# **Change Order**

Contract Number			· 1	Federal Aid Number					
2020-0173			verfront Park						
Change Order Number Change Description  8 Load Test, Landscaping			ition	Date 04/05/23					
Prime Contractor / Design-Builder	Load Test, Landscap	ing add	ition	04/03/23					
Bacon Concrete, Inc.									
✓ Ordered by Engineer und	der the terms of Section 1-04	.4 of the	Standard Specifications						
Change proposed by Contractor / Design-Builder									
Change Description									
Replace Broken and missing lights Repair Sprinklers and install new QC in maintenance yard Refresh bark in area shown on plan sent in email on 4/5/23. Includes sod on same plan. Load Test, placing and removing sand bag.									
\$24,986.00> Total Lump \$2,248.74> Sales Tax \$27,234.74> Total	Sum Bacon Concrete								
Work to finish that is part of original contract includes: Gravel pathway, topsoil, and overall site cleanup									
Verbal Approval Given By			Verbal Approval Date	Working Days +/-					
Original Contract Amount	Current Contract Amount	1	Change This C.O.	Est. Contract Amount					
\$1,814,450.00	\$2,122,582.16	\$24,98	\$24,986.00 \$2,147,568.16						
Approval Recommended	Approved	Арр	roved						
Project Engineer		Appro	Approving Authority per C.A. Agreement						
Date		Date	Date						
Approval Recommended		Othe	Other Approval As Required						
By Prime Contractor		Signa	Signature Date						
Date		Repre	Representing						



## **<** Business Lookup

## **License Information:**

New search Back to results

**Entity name:** BACON CONCRETE, INC.

**Business name:** BACON CONCRETE, INC.

**Entity type:** Profit Corporation

**UBI #:** 601-398-658

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 16510 N BRANNON LN

SPOKANE WA 99208-8750

Mailing address: 16510 N BRANNON LN

SPOKANE WA 99208-8750



**Excise tax and reseller permit status:** Click here

Secretary of State status: Click here

## **Endorsements**

Endorsements held at this lo License # Count Details	Status	Expiration da First issuance
Liberty Lake General Business - Non-Resident	Active	Jun-30-2023 Nov-04-2011
Spokane General Business T12011451BL	Active	Jun-30-2023 Oct-15-2012
Spokane Valley General Business - Non-Resident	Active	Jun-30-2023 Apr-13-2005

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
BACON, GREG	
BACON, SHELLY	

The Business Lookup information is updated nightly. Search date and time: 4/7/2023 6:20:14 AM



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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	ertificate does not confer rights to the	certi	ficate	holder in lieu of such end	NAME OF TAXABLE PARTY OF TAXABLE PARTY.			
	DUCER				CONTACT NAME: CLIENT CONTACT CENTER			
	DERATED MUTUAL INSURANCE COMP ME OFFICE: P.O. BOX 328	ANY			PHONE		FAX	7_446_4664
	ATONNA, MN 55060		(A/C, No, Ext): 888-333-4949 (A/C, No): 507-446-4664					
۱°''	ATOMOS, INIC GOODS				ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM  INSURER(S) AFFORDING COVERAGE			NAIC#
							L INSURANCE COMPANY	13935
INSU	RED			385-038-5	INSURER B:			10000
	CON CONCRETE INC			303-030-3	INSURER C:			
165	IO N BRANNON LN							
SPC	KANE, WA 99208-8750				INSURER D:			
					INSURER E:			
					INSURER F:			
				NUMBER: 3			REVISION NUMBER: 0	
ן ן	HIS IS TO CERTIFY THAT THE POLICIE WIDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY PEIND CONDITIONS OF SUCH POLICIES. LIM	QUIRI RTAIN	EMEN I, THE	T, TERM OR CONDITION OF INSURANCE AFFORDED BY	OF ANY CONTRAC THE POLICIES DES	T OR OTHER D	OCUMENT WITH RESPECT	TO WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY	111211	1	1	THE STREET STREET	MINIMA LITT	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR		1				DAMAGE TO RENTED	\$100,000
	[1.] 0000K						PREMISES (Ea occurrence) MED EXP (Any one person)	EXCLUDED
Α		Y	N	9803980	12/31/2022	12/31/2023	PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:		l					72,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$1,000,000
	X ANY AUTO				1		(Ea accident) BODILY INJURY (Per person)	
Α	OWNED AUTOS ONLY SCHEDULED N	N	l N	9803980	12/31/2022	12/31/2023	BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY						PROPERTY DAMAGE	
	- ASTOS GILL				1		(Per accident)	•
_	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$1,000,000
Α	EXCESS LIAB CLAIMS-MADE	N	N	9803982	12/31/2022	12/31/2023	AGGREGATE	\$1,000,000
	DED RETENTION			333332	1.2.0.1.2022	12/01/2020	AGGREGATE	ψ1,000,000
	WORKERO COMPENSATION		_				PER STATUTE OTH-	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	1	A N 980	g .	1 1	12/31/2023	E.L EACH ACCIDENT	£1,000,000
Α	OFFICER/MEMBER EXCLUDED?	N/A		9803980	12/31/2022			\$1,000,000
	(Mandatory in NH) If yes, describe under				1 1		E.L. DISEASE - EA EMPLOYEE	\$1,000,000
_	DÉSCRIPTION OF OPERATIONS below	_					E.L DISEASE - POLICY LIMIT	\$1,000,000
	N N							
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACC	ORD 10	1, Additional Remarks Schedule, ma	y be attached if more sp	ace is required)		
CERTIFICATE HOLDER CANCE					CANCELLATION			
					- ATOLLEANION			
	038-5 OF SPOKANE			30	SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE C	ANCELLED BEFORE
	W SPOKANE FALLS BLVD						REOF, NOTICE WILL E	
	KANE, WA 99201-3333				ACCORDANCE W	ITH THE POLIC	Y PROVISIONS.	
				ı	AUTHORIZED REPRES	ENTATIVE		
					The state of the s		1 / 1/	ļ
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# Spokane Park Board Briefing Paper



Committee	Riverfront Park Committee				
Committee meeting date	April 10, 2023				
Requester	Jonathan Moog Phone number: (509)625-6243				
Type of agenda item	Consent Objects Objection Objection				
Type of contract/agreement	New Renewal/ext. Lease Amendment/change order Other				
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)	ICCU Sponsorship Agreement (\$51,000)				
Begin/end dates	Begins: 04/01/2023 Ends: 12/31/2023 Open ended				
Background/history: Idaho Central Credit Union desires to partner with Riverfront Park to promote their brand and provide activations for the community. Riverfront Park desires to provide affordable urban park activities. The proposed agreement provides marketing recognition, event title sponsor recognition and on-site activations geared at supporting these goals.  Motion wording:  Approve a sponsorship agreement with Idaho Central Credit Union for \$51,000					
Approvals/signatures outside Parks: If so, who/what department, agency or common transfer of the second sec					
Name: Michael Watson	Email address: mwatson@iccu.com Phone: 208-239-3017				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:	Amy Lindsey				
Fiscal impact: C Expenditure	Revenue				
Amount: 51,000	Budget code: 1400-54343-76901-34797				
Vendor: ( ) Existing vendor	New vendor				
Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - Q UBI: 604-261-793 Business license exp	W-9 (for new contractors/consultants/vendors ACH Forms (for new contractors/consultants/vendors				

Updated: 10/21/2019 3:23 PM



# CITY OF SPOKANE PARKS AND RECREATION

## RIVERFRONT SPOKANE SPONSORSHIP AGREEMENT

This Official Sponsorship Agreement is entered into between Idaho Central Credit Union, a Spokane limited liability company whose principal place of business is at 4400 Central Way, Chubbuck, Idaho 83202 (Sponsor), and the City of Spokane Parks and Recreation Department, (Parks) a governmental entity whose address is 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, and is effective as of the date signed below.

WHEREAS, Parks owns and maintains many properties and manages a wide variety of recreation programs; and

WHEREAS, Parks desires to engage and partner with citizens and corporations to support appropriate uses and development of those properties and programs; and

WHEREAS, Sponsor desires to identify itself/himself/herself/themselves as a sponsor of Parks' and Sponsor's shared vision of a viable future for those properties and programs; and

WHEREAS, Sponsor will increase its exposure and visibility in the community and enhance its image by becoming a Sponsor of certain properties, programs, and events organized by Parks.

NOW, THEREFORE, the parties agree as follows:

- 1. The initial term of this Agreement will be April 1, 2023 through December 31, 2023.
- 2. Sponsor agrees to pay Parks FIFTY ONE THOUSAND DOLLARS (\$51,000) in exchange for the sponsorship assets outlined in Exhibit B --Scope of Sponsorship Services.
- 3. During the term of this agreement, Idaho Central Credit Union. grants to Parks the revocable, non-exclusive right to use of associated brand names, trademarks, service marks, logos, emblems or insignia and other identification ("ICCU") in connection with Idaho Central Credit Union sponsorship of Parks events. Any use of Idaho Central Credit Union shall be in the form provided by Idaho Central Credit Union unless Idaho Central Credit Union has provided advance written approval of other forms or uses. Parks acknowledges that all rights, title, and interest to the Idaho Central Credit Union Parks' rights to use Idaho Central Credit Union will cease upon the expiration or termination of the agreement, at which time Parks will immediately discontinue its use of the Idaho Central Credit Union and return any materials belonging to Idaho Central Credit Union.
- 4. Each party agrees to indemnify, defend and hold harmless the other party and its affiliates (and their respective agents, servants, employees, officers, directors and other officials) from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of any claim, suit, arbitration, governmental inquiry or other proceeding initiated by a third party against an indemnified party by reason of or relating to the indemnifying party's use of the other party's

intellectual property other than as permitted hereunder or the negligence or willful misconduct of the indemnifying party or its affiliates, or the officers, directors, partners, agents or employees of each, in connection with its or their performance relating to this agreement.

- 5. Notwithstanding anything herein to the contrary, neither party shall be liable hereunder for any consequential, incidental or indirect damages (including, but not limited to, lost profits, lost revenues or loss of business opportunity, whether or not such party was aware or should have been aware of the possibility of those damages) or punitive, special, exemplary or other damages that are not direct damages.
- 6. If either party is prevented or delayed in whole or in part, from performing its obligations hereunder due to any cause beyond its reasonable control (a "Force Majeure Event"), the obligation of such party shall be excused for a reasonable period of time, not to exceed the period during which the party is prevented from performing. If a Force Majeure Event substantially prevents Parks from providing the agreed-upon sponsorship benefits, the parties shall work in good faith to agree upon substitute sponsorship benefits of comparable value. If Parks cannot provide substitute sponsorship benefits of comparable value, Idaho Central Credit Union shall receive a pro-rata refund of or reduction in the applicable sponsorship fee(s).
- 7. This agreement constitutes the entire understanding of the parties regarding Idaho Central Credit Union sponsorship of Parks events, and supersedes all offers, negotiations and other agreements. There are no representatives or understandings of any kind not set forth herein. Any amendments to this agreement must be in writing and executed by both parties.
- 8. If any provision of this agreement is found to be void or contrary to law, such term or provision shall be deemed severable from the other terms and provisions, and the remainder of this agreement shall be given effect as if the parties had not included the severed term.
- 9. Debarment and Suspension. Idaho Central Credit Union has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

IDAHO CENTRAL CREDIT UNION

CITY OF SPOKANE PARKS AND

DECDEATION DEDADTMENT

Date:

KLOKE	REOREATION DEL ARTIMENT							
Ву:		Ву:						
Name:		Name:						
Title:	Director, Riverfront Park	Title:						

Date:

M22-148a

#### **EXHIBIT A**

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

#### **Exhibit B: Scope of Sponsorship Services**

Term of Agreement: Apr. 1 - Dec. 31, 2023

2023 Sponsorship Fee: \$51,000

Idaho Central Credit Union (ICCU) will be provided the following sponsorship benefits throughout the 2023 event season.

### Riverfront Spring Market - Title Sponsorship

Image Association & Exclusivity

- Title sponsor recognition in all marketing and media
- Category Exclusivity: Financial Services

## Advertising & Media

- One (1) 10'x20' on-site activation footprint
- Name and logo recognition in event marketing collateral and paid advertisements including KHQ-TV This Week in Parks segment and Riverfront's direct mail campaign
- Four (4) tagged social media posts promoting on-site activity

Fifty (50) complimentary attraction tickets

## 4th of July Celebration with the Spokane Symphony: Title Sponsorship

ICCU will be the title sponsor of Riverfront's 4<sup>th</sup> of July Celebration with the Spokane Symphony. As title sponsor, ICCU will receive the following benefits:

*Image Association & Exclusivity:* 

- Title sponsor recognition in all marketing and media, including event press release.
- Category Exclusivity: Financial Services

### Advertising & Media

- One (1) 10'x20' on-site activation footprint during the event
- Name/logo recognition in KHQ's This Week in Parks segment
- Recognition in Riverfront's direct mail campaign, June distribution to 15,000 homes
- Name/logo recognition in event marketing collateral (paid and in-house event advertising)
   Includes Riverfront barricade banner, rack cards and posters
- Title sponsor recognition in promotional advertisement on Riverfront's electronic marquee located at Washington & Spokane Falls Blvd.
- Partner recognition in social media via tagged posts (minimum of five posts)
- Special offer on RiverfrontSpokane.org event landing page
- Title sponsor recognition in Spokane Symphony produced event marketing and promotional collateral

**Hospitality & Tickets** 

• Fifty (50) complimentary Riverfront attraction tickets

#### Movies at the Pavilion: Title Sponsorship

Image Association & Exclusivity

- Title sponsor recognition in all marketing and media, including event press release.
- Category Exclusivity: Financial Services

#### Advertising & Media

- One (1) 10'x20' on-site activation footprint at each event (six total)
- Name/logo recognition in KHQ-TV This Week in Parks segment
- Recognition in Riverfront direct mail campaign: June distribution to 15,000 homes
- Name/logo recognition in all print and digital marketing collateral (summer rack cards/posters, barricade barricades)
- Event landing page advertisement on RiverfrontSpokane.org to include a special offer and associated hyperlink
- Title sponsor recognition in promotional advertisement on Riverfront's electronic marquee located at Washington & Spokane Falls Blvd.
- :30 spot and sponsored stage announcement prior to each movie
- Co-branded social media post (minimum 4 posts)
- Fifty (50) complimentary attraction tickets

### **Riverfront Carnival: Title Sponsorship**

ICCU will be the title sponsor of Riverfront's 4<sup>th</sup> of July Carnival. As title sponsor, ICCU will receive the following benefits:

## Image Association & Exclusivity

- Title sponsor recognition in all marketing and media, including event press release.
- Category Exclusivity: Financial Services

## Advertising & Media

- One (1) 10'x10' on-site activation footprint during the event
- Name/logo recognition in KHQ's This Week in Parks segment
- Recognition in Riverfront's direct mail campaign June distribution to 15,000 homes
- Name/logo recognition in event marketing collateral (paid and in-house event advertising)
   Includes Riverfront barricade banner, rack cards and posters
- Title sponsor recognition in promotional advertisement on Riverfront's electronic marquee located at Washington & Spokane Falls Blvd.
- Partner recognition in social media via tagged posts (minimum of five posts)
- Special offer on RiverfrontSpokane.org event landing page
- Title sponsor recognition in Spokane Symphony produced event marketing and promotional collateral

### **Hospitality & Tickets**

• One hundred (100) complimentary Riverfront attraction tickets

## **Sponsored Looff Carrousel Rides**

ICCU will provide free carrousel rides to the community during a four (4) hour time period on one (1) mutually agreed upon date (excludes Saturdays). Riders must visit the ICCU on-site activation booth for free access where visitors will be provided complementary tickets. One (1) single ride ticket will be provided per person, per party. Unlimited Looff Carrousel attraction tickets will be provided by Riverfront Spokane. Sponsored carrousel rides includes the following benefits:

- One (1) 10'x20' on-site activation footprint
- Sponsor name/logo recognition in RiverfrontSpokane.org calendar of events and customized event landing page. Graphics to be provided by sponsor
- Name and logo recognition in KHQ-TV This Week in Parks segment
- Two (2) tagged social media posts promoting on-site activity
- Unlimited day-of-event carrousel tickets
- Event date subject to pre-approval by City

## **Floating On-site Activation Dates**

ICCU will be provided one (1) 10'x20' on-site activation footprint at Riverfront Park during four (4) mutually agreed upon dates.

# Spokane Park Board Briefing Paper



Committee	Riverfront Park Committee				
Committee meeting date	April 10, 2023				
Requester	Jonathan Moog Phone number: (509)625-6243				
Type of agenda item	Consent Obscussion Onformation Action				
Type of contract/agreement	New Renewal/ext. Lease Amendment/change order Other				
City Clerks file (OPR or policy #)	2022-0677				
<b>Item title</b> : (Use exact language noted on the agenda)	Garco Construction agreement amendment #1/On-call light blade repair (\$75,000 plus tax)				
Begin/end dates	Begins: 09/01/2022 Ends: 08/31/2024 Open ended				
Background/history:  The US Pavilion light blades incurred damage from the wind storm on January 13, 2021. Light blade parts are covered through warranty through August 29, 2024. The work was competitively bid and Garco Construction was the sole bidder. The original agreement with Garco Contraction, approved by Park Board in September 2022, provided labor to troubleshoot, coordinate with manufacturer and replace malfunctioning units on an on-call basis up to a total of \$150,000. This amendment increases the total compensation by \$75,000 in order to complete repairs from the wind storm damage. Total contract price after the amendment will be \$225,000  Motion wording:					
Approve a contract amendment with Gard					
<b>Approvals/signatures outside Parks:</b> If so, who/what department, agency or compared to the second s	Yes				
Name: Clancy Welsh	Email address: clancy@garco.com Phone:				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:					
Fiscal impact:   Expenditure	Revenue				
Amount: \$19,000	Budget code: 1950-54920-94000-56301				
\$56,000	3346-49576-94000-56301				
Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C					

Updated: 10/21/2019 3:23 PM



# CITY OF SPOKANE PARKS AND RECREATION

## **CONTRACT AMENDMENT**

Title: RIVERFRONT PARK US PAVILION LIGHT BLADE SYSTEM – ON CALL

This Contract Amendment is made and entered into by and between the CITY OF SPO-KANE PARKS AND RECREATION as ("City"), a Washington municipal corporation, and GARCO CONSTRUCTION, INC., whose address is 4114 East Broadway Avenue, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Riverfront Park US Pavilion Light Blade System – On Call; and

WHEREAS, additional funds are required, thus the original Contract needs to be formally amended this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

#### 1. CONTRACT DOCUMENTS.

The Contract, dated September 23, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

### 2. **EFFECTIVE DATE.**

This Contract Amendment shall become effective on September 1, 2022 and shall run through August 31, 2024.

#### 3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$75,000.00), plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

## **CITY OF SPOKANE** GARCO CONSTRUCTION, INC. **PARKS AND RECREATION** By\_\_\_\_ Signature By\_\_\_\_ Signature Date Date Type or Print Name Type or Print Name Title Title Approved as to form: Attest: City Clerk Assistant City Attorney Attachments that are part of this Agreement:

23-073

# Spokane Park Board Briefing Paper



Committee	Golf			
Committee meeting date	April 11, 2023			
Requester	Nick Hamad		Phone number: 509	9.363.5452
Type of agenda item	Consent	Discussion	○ Information	<ul><li>Action</li></ul>
Type of contract/agreement	New Ren	ewal/ext. OLease	Amendment/change	order Other
City Clerks file (OPR or policy #)	OPR 2023-0033			
Item title: (Use exact language noted on the agenda)		LC. change order # 2 9,350.00 plus tax)	/ Downriver Golf Course f	orest health
Begin/end dates	Begins: 02/01/20	023 Ends:	06/01/2023	Open ended
Background/history:  Downriver Golf Course forest health management change order #2 adds additional grinding & disposal of woody tree debris located on Downriver Golf Course.  Motion wording:				
Move to approve Spirit Pruners, LLC. put project in the amount of \$9,350.00 plus to	ax.		olf Course forest health ma	anagement
<b>Approvals/signatures outside Parks:</b> If so, who/what department, agency or co	Yes	○ No		
Name: Kelly Chadwick		k@spiritpruners.com	n Phone: 5	09.979.3496
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		Thea Prince Mark Poirier		
Fiscal impact:   Expenditure	Revenue			
Amount: \$9,350.00 plus tax		Budget code: 1400-30210-94000-5	56301	
Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - C  UBI: 604374569 Business license exp	•	W-9 (for new ACH Forms (f	contractors/consultants/ve or new contractors/consultartificate (min. \$1 million in G	nts/vendors

Updated: 10/21/2019 3:23 PM

# CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 2

NAME OF CONTRACTOR: SPIRIT PRUNERS, LLC.				
PROJECT TITLE:	ROJECT TITLE: DOWNRIVER GOLF COURSE FOREST HEALTH MANAGEMENT PROJECT			
CITY CLERK CONTRACT NUMBER: OPR 2023-0033				
DESCRIPTION OF CHANGE:  Add chipping/grinding of additional city tree debris on Downriver \$ 9,350.00 golf course				
	TOTA	L AMOUNT:	\$ 9,350.00	
CONTRACT SUM (EXCLUE	DE SALES TAX)			
ORIGINAL CONTRACT SU	M (INCLUDE ALTERNATES)	\$302,000.00	)	
NET AMOUNT OF PREVIOU	JS CHANGE ORDERS	\$ 0,000.00	)	
CURRENT CONTRACT AM	OUNT	\$390,650.00	)	
	R (EXCLUDES SALES TAX)	\$ 9,350.00		
REVISED CONTRACT SUM	1	\$400,000.00	)	

CONTRACT COMPLETION DATE		
ORIGINAL CONTRACT COMPLETION DATE	February 22, 2023	
CURRENT COMPLETION DATE	February 22, 2023	
REVISED COMPLETION DATE	March 3, 2023	
Contractor's Acceptance:	Date:	
City Approval:	Date:	
Attest:	City Clerk	
Approved as to form:	Assistant City Attorney	



## **Invoice**

Date	Invoice #
2/24/2023	35699

Due Date 3/11/2023

Phone: 208-765-6794 Fax: 208-765-6135

Spirit Pruners Kelly Chadwick 720 North Crochran Spokane, WA 99201

Item	Quan	Description	Rate	Amount
SALES GRINDIN SALES GRINDIN SALES GRINDIN SALES GRINDIN	16 41 7 20	·	850.00 170.00 850.00 170.00	13,600.00 6,970.00 5,950.00 3,400.00
			Total	\$29,920.00

Please Remit Payment To:

Cannon Hill Industries, Inc. 5605 E Seltice Way Post Falls, ID 83854

Balance Due	\$29,920.00
Total Balance	\$29,920.00



### **<** Business Lookup

### **License Information:**

New search Back to results

**Entity name:** SPIRIT PRUNERS LLC

**Business name:** SPIRIT PRUNERS

**Entity type:** Limited Liability Company

**UBI #:** 604-374-569

Business ID: 001

**Location ID:** 0001

**Location:** Active

**Location address:** 720 N COCHRAN ST

SPOKANE WA 99201-1662

Mailing address: 720 N COCHRAN ST

SPOKANE WA 99201-1662



**Excise tax and reseller permit status:**Click here

Secretary of State status: Click here

### **Endorsements**

Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Spokane General Business			Active	Nov-30-2023 Mar-04-2019

## Governing People May include governing people not registered with Secretary of State

Governing people Title

CHADWICK, KELLY

# **Registered Trade Names**

Registered trade names	Status	First issued
SPIRIT PRUNERS	Active	Mar-04-2019

The Business Lookup information is updated nightly. Search date and time: 4/11/2023 12:19:05 PM



### **Contact us**

How are we doing? **Take our survey!** 

Don't see what you expected? **Check if your browser is supported** 



OP ID: JB

### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed

į	f SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to the	terms and conditions of th	ne policy	. certain po	olicies may i			A state	ment on
PRODUCER 509-891-1000					CONTACT Jannel Louie					
Blasingame Insurance				PHONE (A/C, No, Ext): 509-891-1000 (FAX No): 509-					09-891-	1430
Sp	0 N. Argonne Rd okane, WA 99212					blasingame		0C, NO).	10,000	
Nic	k Gilliland			ADDRESS			RDING COVERAGE			NAIC #
				INSLIBER					10	677
INS	URED			INSURER A : Cincinnati Insurance Company INSURER B :						
Spi	irit Pruners LLC ON Cochran St			INSURER C:						
Spi	okane, WA 99201			INSURER D : INSURER E :						
				INSURER F:						
CC	OVERAGES CERT	TIFICA	ATE NUMBER:	,			REVISION NUME	FR.		
! (	THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY PEXCLUSIONS AND CONDITIONS OF SUCH F	QUIRE PERTA POLICI	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORDI ES. LIMITS SHOWN MAY HAVE	OF ANY ED BY TH BEEN RE	CONTRACT HE POLICIES DUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH I	RESPEC'	T TO WH	ICH THIS
INSI	TYPE OF INSURANCE	ADDL S	UBR WD POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	5	B	1,000,000
	CLAIMS-MADE X OCCUR	X	EPP 0191208	0	4/30/2022	04/30/2025	DAMAGE TO RENTED PREMISES (Ea occurre	nce) S	\$	100,000
							MED EXP (Any one per	son) S	8	10,000
							PERSONAL & ADV INJ	URY S		1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGAT	re s		2,000,000
	X POLICY PRO-						PRODUCTS - COMP/O	PAGG S	5	2,000,000
	OTHER						COMPINED ONCE I	NOT S		500.000
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LI (Ea accident)	MIT	6	500,000
	ANY AUTO		EBA 0191208	0	4/30/2022	04/30/2025	BODILY INJURY (Per p	erson) S	5	
	X OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per a	ccident)		
	X HIRED ONLY X NON-OWNED						PROPERTY DAMAGE (Per accident)			
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE		<u> </u>	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	5	5.	
	DED RETENTION \$	_					DED	OTH	8	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH- ER		
	LANY PROPRIETOR/PARTNER/EXECUTIVE	NIA					E.L. EACH ACCIDENT			
	(Mandatory in NH)  If yes, describe under		¥				E.L. DISEASE - EA EM	PLOYEE S	5	
_	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLIC	Y LIMIT	<u> </u>	
	scription of operations / Locations / vehicli rtificate holder as additional insure		I suppose	le, may be a	ittached if more	e space is require	ed)			
				_						
CE	ERTIFICATE HOLDER			CANCE	LLATION					
Contempo MHP LLC 1205 E Lyons Ave Spokane, WA 99208				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE						



# Annual Report 2022-2023





# **2022 Goals**

- Resume adult education and create new children's educational programming
- Increase holiday lights sponsorship revenue
- Create new ways to steward donors
- Announce endowment
- Rebrand organization and redefine mission
- Increase vendors participation at Manito Park Art Festival



# **Children's Nature Series Classes**

- Pollinators in the Garden
- Herbs at Home
- Our Garden's Bug Friends
- Flower Printings





# Partnership with Spokane Public Library for Adult Education Series

- Composting
- Macro Photography in Manito
- Native Plants in Our Own Gardens















### **Manito Park Art Festival 2022**

Sponsored by Global Credit
Union, 5th Avenue Dental,
Mackin & Little, Spokane Arts,
Bartlett Tree Experts and
Residential Home Solutions

Free children's art activities, music, art for sale, food and floral display





### **Donor Stewardship**

- Introduced annual donor reception in Japanese
   Garden
  - Spring picnic for longtime members of The Friends of Manito
  - Holiday Lights open house for major donors











## **Manito Holiday Lights 2022**

Sponsored by Providence, Washington Trust Bank and Wagstaff

Support from Northern Quest Resort and Casino, Hoopfest, Spokast

Drive-through and walk-through options

Live music, santa visit, and warm drinks



### A Fresh New Look For The Friends of Manito

- Board retreat to collaborate and brainstorm
- Survey to members and donors
- Input from stakeholders, volunteers, community partners, Parks and Recreation, Visit Spokane, City Council and Park Board
- Branding committee to use information to write new Vision, Mission and Values statements
- Created a voice and tone for the organization
- New logo and brand guide
- New website
- All accomplished through private donations



### Mission

To conserve and enhance the beauty and functionality of Manito Park for present and future generations.

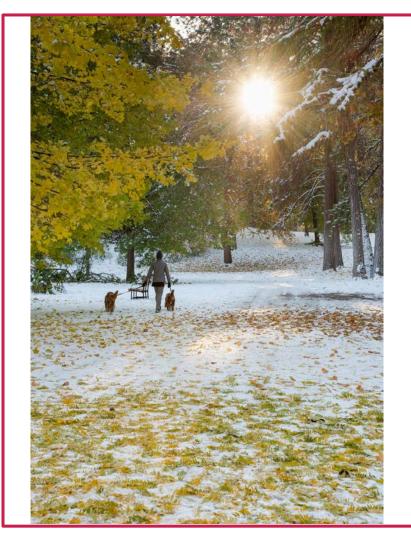
#### Vision

Manito Park persists in beauty and provides quality of life as needs, circumstances and times change.

#### **Values**

Stewardship, Education,
Partnership & Participation





## **Brand Audience**

Our primary audience is current and future donors and supporters

### TFM's Organizational Voice: We sound...

- Down to earth not formal or stuffy
- Friendly, Warm, Open, Passionate
- Knowledgeable, Capable, Trustworthy, Civic-Minded

#### We strive to foster:

- Enthusiasm and passion
- Pride in our regional treasure
- Connections to the park
- Desire to get involved in our work





























# Friends of Manito Fund at Innovia Foundation

https://www.thefriendsofmanito.org/contribute

Opened in May 2022 with the express purpose of supporting Manito Park operations and ongoing maintenance



### New in 2023-2024

- Revival of butterfly garden inside the Ferris Perennial Garden
- Focus on children's education and nature exploration
- Fundraising through private donors and grant funding

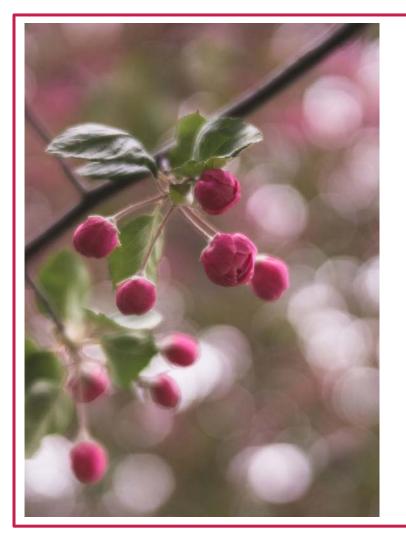


Plant Sale: Saturday, June 3rd

Manito Park Art
Festival:
Saturday, June 10th







### **The Numbers**

- Plant Sale Income: \$150,841
- Art Festival Income: \$9,315
- Art Festival Sponsorship Income: \$5,000
- Holiday Lights Donations: \$9,315
- Holiday Lights Sponsorship Income: \$50,000
- General Donations: \$48,107
- Membership Fees: \$19,915
- Volunteer Hours: 6,684





# **Thank You!**







Park Board
Financials
March 2023



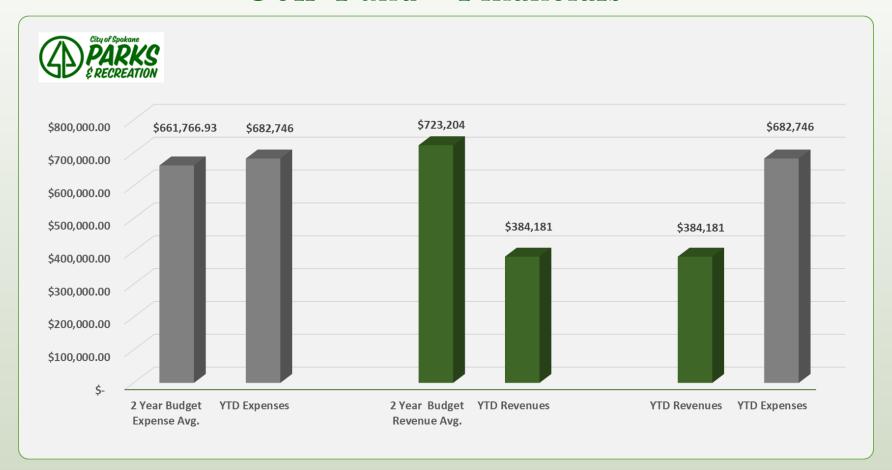
# Parks Fund Financials



### Key Concepts:

- Parks revenue is slightly ahead of 2022 YTD actual revenues by \$40,988 (\$196,170 ahead of the 2-year budget average).
- Parks operating expenses are \$264,693 above last YTD with \$242,079 of that in salaries and benefits.
- YTD revenues are ahead of YTD expenses by \$1.47 million.

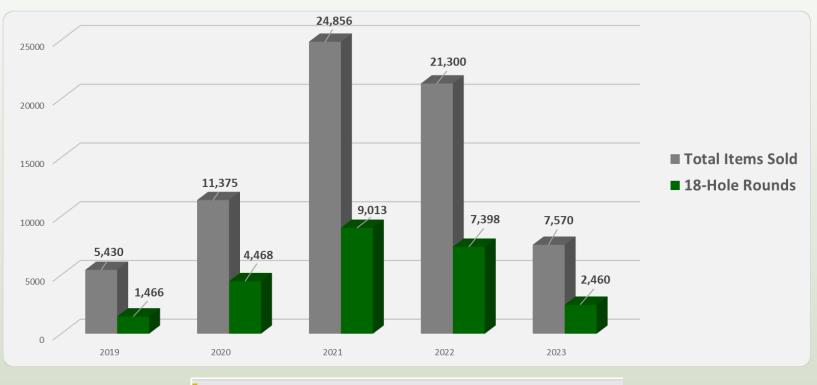
# Golf Fund – Financials



### Key Concepts:

- Total 18-hole rounds played is about one-third of this time last year due to a very late spring.
- The \$254,800 capital outlay for the pine beetle removal is impacting YTD expenses.
- Three of four courses are now OPEN; get out and play!

# Golf – Dashboard



<b>2019</b> Year	<b>5,430</b> Items	<b>1,466.0</b> 18-Hole Rnds	<b>\$32,680.00</b> Green Fee Sales
<b>2020</b> Year	<b>11,375</b> Items	<b>4,468.0</b> 18-Hole Rnds	<b>\$101,785.00</b> Green Fee Sales
<b>2021</b> Year	<b>24,856</b> Items	<b>9,013.0</b> 18-Hole Rnds	<b>\$215,237.00</b> Green Fee Sales
<b>2022</b> Year	<b>21,300</b> Items	<b>7,398.0</b> 18-Hole Rnds	<b>\$189,867.00</b> Green Fee Sales
<b>2023</b> Year	<b>7,570</b> Items	<b>2,460.0</b> 18-Hole Rnds	<b>\$65,584.00</b> Green Fee Sales





Questions or Comments?



# Spokane Park Board Briefing Paper



Committee	N/A				
Committee meeting date	April 13, 2023				
Requester	Nick Hamad		Phone number: 509.36	3.5452	
Type of agenda item	Consent	<ul><li>Discussion</li></ul>	○ Information	Action	
Type of contract/agreement	New Ren	ewal/ext. OLease	OAmendment/change orde	er Other	
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)	Preliminary recommendation selecting Upriver park as the location for an official south hill dog park / Upriver Park (no cost)				
Begin/end dates	Begins:	Ends:	$\checkmark$	Open ended	
Background/history: In February 2022, Park Board entered an MOU with SPS agreeing to cooperate to determine the location for an 'Official South Hill Dog Park' to replace the unofficial dog park displaced by construction of Carla Peperzak middle school. SPS shall fund the construction of the new dog park. Since this time parks and SPS have completed a citywide analysis, receiving input from a public project advisory committee, received input from over 1,100 survey responses, held 5 public open houses, and visited a number of neighborhood councils.  Currently, the location most highly preferred by the public for a community dog park is within a portion of Upriver Park. Staff is still gathering public input and is offering a preliminary recommendation of this site to gather input from the park board and provide a public opportunity to offer input on this location.  Motion wording:  Present a preliminary recommendation selecting Upriver Park as the location for an official south hill dog park. Gather board input and public comment prior to making a final recommendation in MAy.					
Approvals/signatures outside Parks:	Yes	<ul><li>No</li></ul>			
If so, who/what department, agency or contains the same:	ompany: Email address:		Phone:		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:	Email address.	Greg Forsyth (	GregoryF@spokaneschools.o	·g)	
Fiscal impact: C Expenditure	Revenue				
Amount: N/A		Budget code: N/A			
Vendor: Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - C	•	W-9 (for new	v contractors/consultants/vendor for new contractors/consultants/	vendors	

Updated: 10/21/2019 3:23 PM





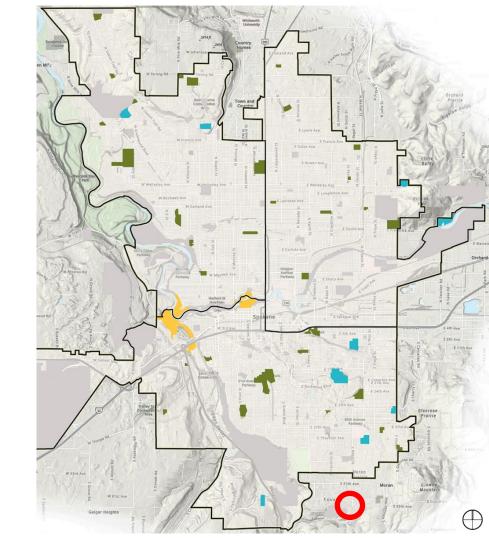
# OFFICIAL S. HILL DOG PARK UPDATE

- TEMPORARY DOG PARK UPDATE
- COMMUNITY DOG PARK SITE SELECTION PROGRESS
- OVERVIEW OF RECENT OPTIONS & FEEDBACK RECEIVED
  - PRELIMINARY RECOMMENDATIONS

# **Temporary Site**

### • **CURRENT SITE UPDATE**

- Access road construction coming in April
- Temp dog to be modified, but kept open



# **Temporary Site**

### CURRENT SITE

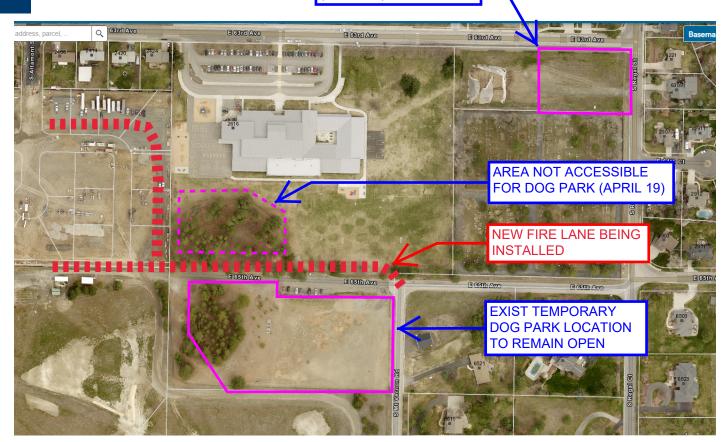


## **Temporary Site**

NEW TEMPORARY DOG PARK LOCATION (APRIL 27)

### UPDATED SITE

 Preserving as much space as possible.



# LEVEL OF SERVICE

# Types of Dog Parks

## New Community Dog Park Location Search:

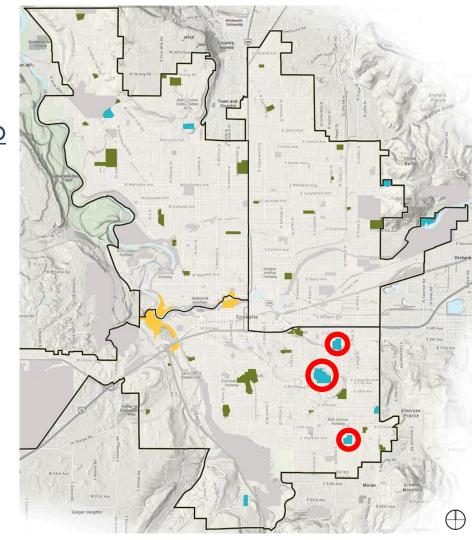
- Size: 7+ acres, treed, natural
- Drivable, Parking
- Fenced & Buffered
- Walkable Site
- Protects critical habitat
- Utilities Available



**Initial Sites** 

## 3 CITY OWNED SITES PREVIOUSLY PROPOSED

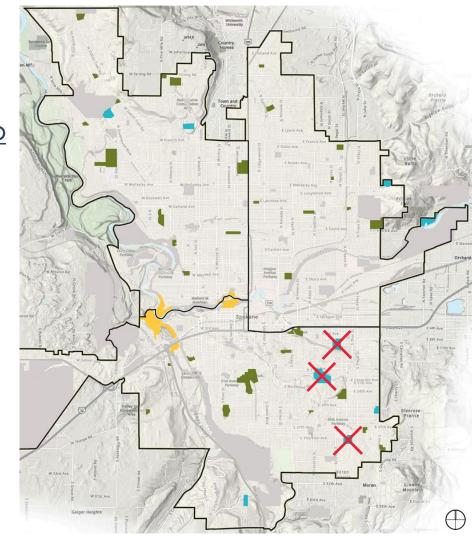
- LINCOLN
- UNDERHILL
- HAZEL'S CREEK



# **Initial Sites**

## 3 CITY OWNED SITES PREVIOUSLY PROPOSED

- LINCOLN
- UNDERHILL
- HAZEL'S CREEK



### Process

# PROCESS to Date (April - April)MOU re: DOG PARKS

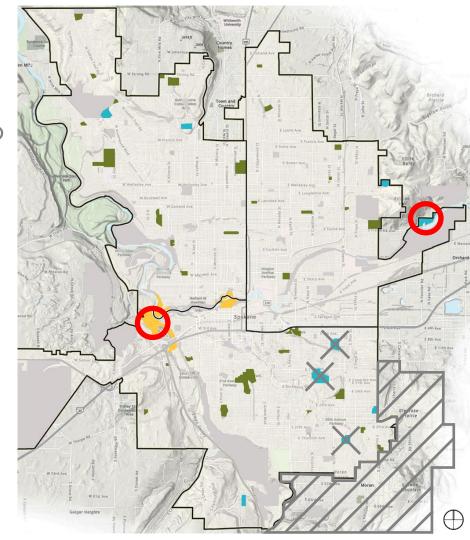
- **DEDICATED CONSULTANT** 
  - o lit. & comp. community review
- PROJECT ADVISORY COMMITTEE (x3)
  - o 2 reps ea district + vet + provider
  - o sps / parks
- PUBLIC SURVEY (x1)
  - ~1,150 responses
- PUBLIC OPEN HOUSES (x5) I digital
  - ~246 participants, 408 votes,
  - o 76 comment cards, 32 emails
- NEIGHBORHOOD COUNCILS (x5)
- LAND COMMITTEE (x4)
- PARK BOARD (x3)



## **Additional Sites**

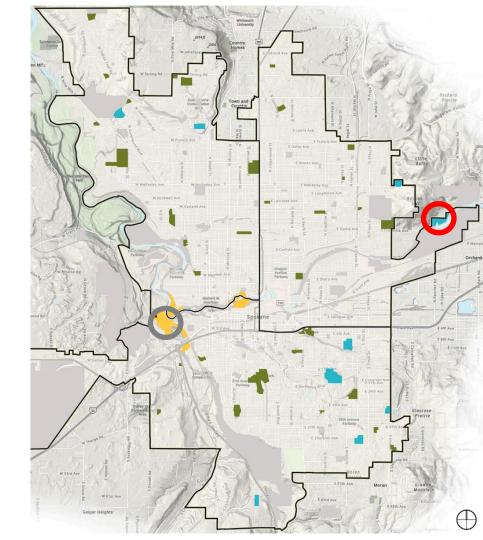
### 3 CITY OWNED SITES PREVIOUSLY PROPOSED

- LINCOLN
- UNDERHILL
- HAZEL'S CREEK
- LOOKING MORE BROADLEY
  - North of river
  - County
  - o Renovate High Bridge

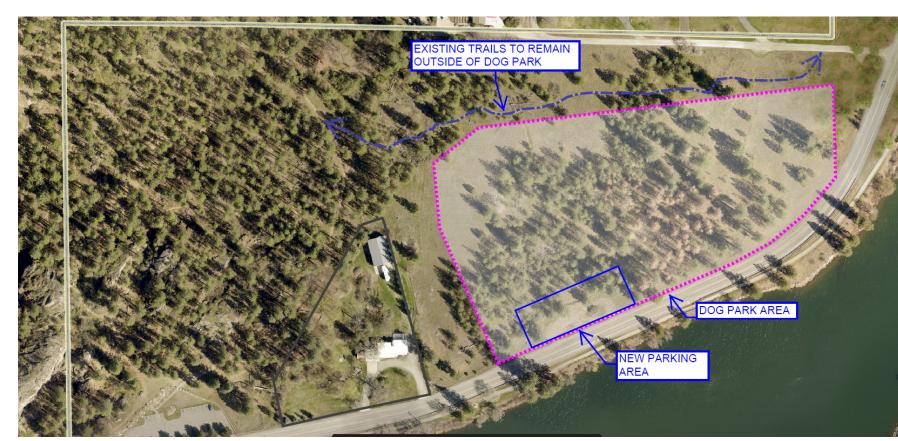


### **Additional Sites**

- o 20 a ]b drive from 57th & regal
- o largest dchybhlu ghy
- o flattest potential site
- o no water
- requires new parking lot to ensure no conflict @ Shields Park parking



- 7.5-9.0 acres, Flat, Natural Condition
- New parking, fencing, surfacing, no mjr. grading, selective tree removal.



- 7.5-9.0 acres, Flat, Natural Condition
- New parking, fencing, surfacing, no mjr. grading, selective tree removal.



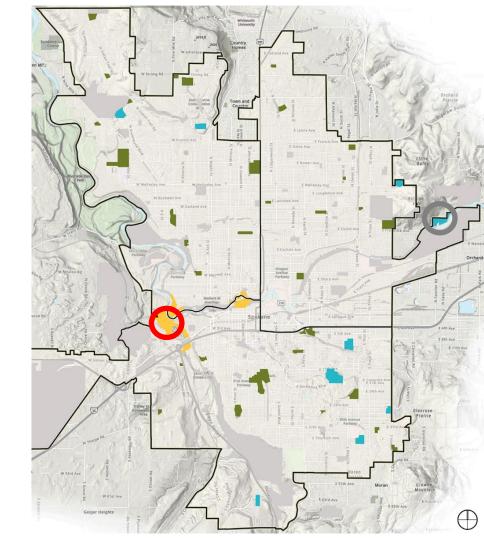
- 7.5-9.0 acres, Flat, Natural Condition
- New parking, fencing, surfacing, no mjr. grading, selective tree removal.



### **Additional Sites**

### HIGH BRIDGE OPTION

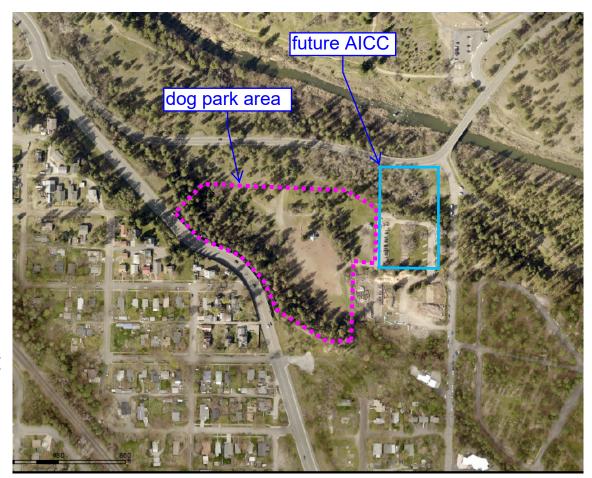
- o 15 min drive from 57th & regal
- Renovation of ex. facility
- access, security, and amenity upgrades
- o remodel not adding a facility



### **Additional Sites**

#### HIGH BRIDGE OPTION

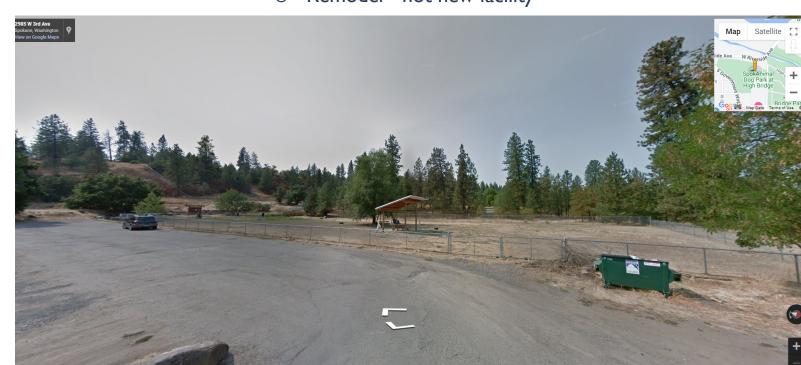
- o 8.5-9.5 acres
- Flat & sloped areas
- o Renovation of ex. facility
- Potable water access
- Amenity & security upgrades to improve experience
- o Remodel not new facility
- New community center being planned next to dog park



### High Bridge Option

### HIGH BRIDGE OPTION

- o 8.5-9.5 acres, flat & sloped areas, treed,
- Amenity & security upgrades to improve experience
- Remodel not new facility



### New Neighborhood Site

### • 63rd & Regal Site

 Adding Neighborhood dog park to provide service close to where it was lost.

### Constructed by SPS

 Proposed to be deeded & Maintained by Parks.



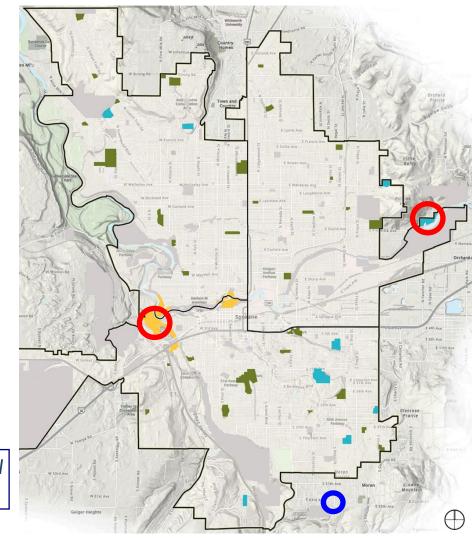
Public Input

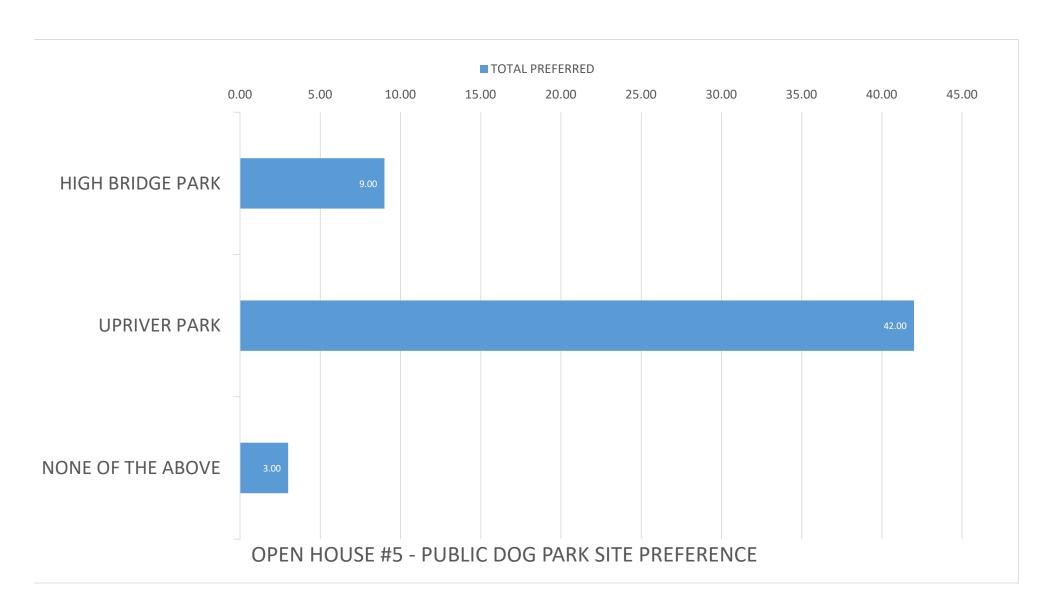
### YOUR PREFERENCE BETWEEN:

- 1. **UPRIVER PARK DOG PARK** (7.5-9 ac)
  - New Construction
  - Largest, flattest site farthest away
  - North of River
- 2. **RENOVATE HIGH BRIDGE** (8.5-9.5 ac)
  - Flat & Sloped areas
  - o Renovation of existing site
  - o Significant amenity & security upgrades

### NEIGHBORHOOD DOG PARK SITE @ 63rd & regal

Provide close proximity service

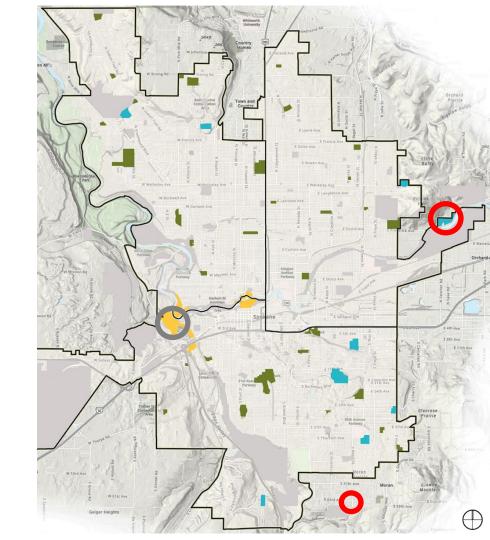




Public Input

### **PUBLIC FEEDBACK**

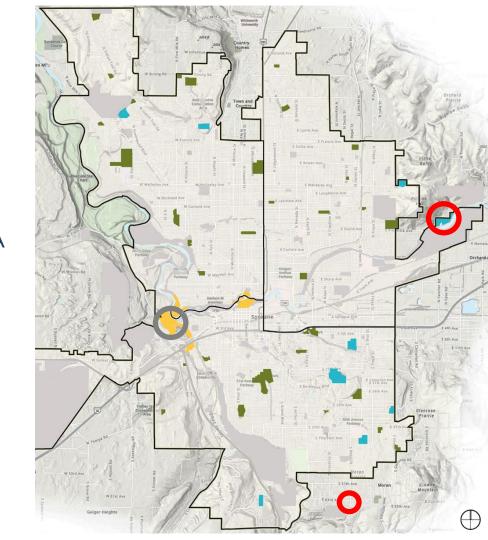
- UPRIVER PARK IS SITE PREFERRED BY 78% OPEN HOUSE PARTICIPANTS.
- 2. SOME CONCERNED ABOUT ENVIRONMENTAL IMPACT ON PARK LAND & DISTANCE FROM S. HILL
- 3. S. HILL NEIGHBORHOOD DOG PARK@ 63rd IS APPRECIATED BY NEIGHBORS.
- 4. FEEDBACK FROM NHC's & OTHER BEACON HILL STAKEHOLDERS STILL INCOMING POSITIVE THUS FAR.



**Parks Priorities** 

### **MASTER PLAN CONSISTENCY**

- I. ADDING DOG PARK MEETS GOAL B, OBJECTIVE I.
- 2. ADDING DOG PARK IN DISTRICT I IS A 'FIRST TIER' PRIORITY PROJECT RECOMMENDED IN MASTER PLAN.



### Preliminary Recommendation

 Anticipate Recommending 'Upriver Park' as community dog park location.

 Anticipate recommending park board accept donation of '2616 e 63rd ave.' property & associated improvements as new neighborhood dog park site.

## Spokane Park Board Briefing Paper



Committee	N/A		
Committee meeting date	April 13, 2023		
Requester	Nick Hamad Phone number: 509.363.5452		
Type of agenda item	Consent Discussion OInformation OAction		
Type of contract/agreement	New Renewal/ext. Lease Amendment/change order Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Park Classifications & Park Property Development Assessment / All Parks (no cost)		
Begin/end dates	Begins: Ends: ✓ Open ended		
<ul> <li>Background/history: This discussion item is intended to: <ol> <li>Overview the 'classification' of parks, including various park types (developed and natural)</li> <li>Inform the board about current restrictions and protections which apply to park properties, and potential options for modifications to protections</li> <li>Discuss preliminary recommendations for modifying the park planning process to provide an easy to understand 'proposed project impact assessment' for evaluating modifications on a case-by-case basis. </li> <li>Motion wording: Discuss park classifications &amp; how they guide park development. Discuss preliminary recommendations for modifying park planning processes to best provide project impact assessment to the board. Gather input / feedback from board. </li> </ol></li></ul>			
Approvals/signatures outside Parks:   Yes  If so, who/what department, agency or company:			
Name:	Email address: Phone:		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact:   Expenditure	Revenue		
Amount: N/A	Budget code:		
N/A  N/A  Vendor: © Existing vendor Supporting documents:			
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - City of Spokane W-9 (for new contractors/consultants/vendors ACH Forms (for new contractors/consultants/vendors			
UBI: Business license expiration date: Insurance Certificate (min. \$1 million in General Liability)			

Updated: 10/21/2019 3:23 PM

# Park Classifications & Park Property Development Assessment



# Park Classifications & Park Property Development Assessment

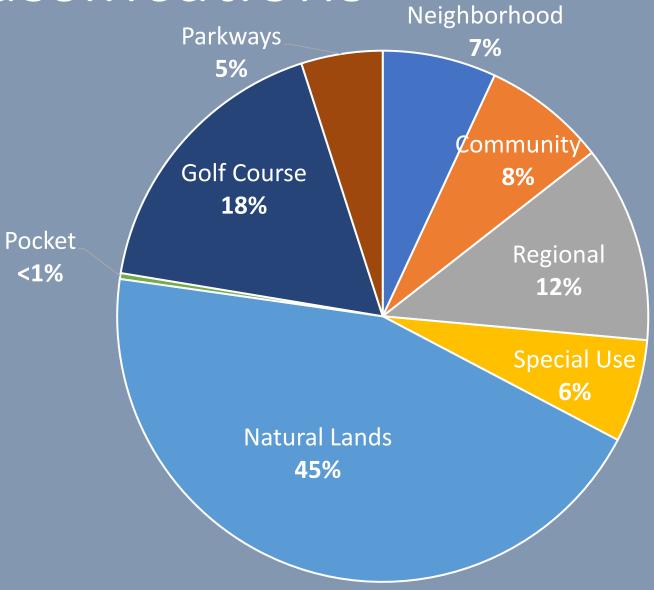
**▶** Brief the Board on Existing Park Classifications & Purpose

► Inform Board of Existing Park Board Authority Park Protections & Overview of Additional Conservation Restrictions

Present Preliminary Staff Recommendations for evaluating future proposed park development projects

► Gather Board Input regarding desire for additional park property protections & evaluating proposed park development

Park Classification	Acreage
Neighborhood Park	274
Community Park	297
Regional Park	475
Special Use Park	248
Pocket Park	14
Parkway	196
Golf Course	690
Natural Lands	1,762
Total	3,956

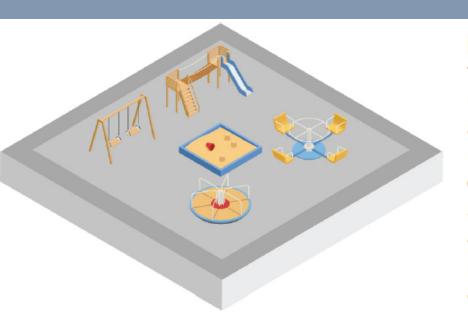




**NEIGHBORHOOD PARKS** are intended to provide both active and passive recreation for residents enjoying short daily leisure periods but should provide for most intensive use by children, family groups, and senior citizens. These parks are centrally located in neighborhoods with safe walking and bicycle access. They are medium-sized, between 4-15 acres, and contain 3-7 amenities.

32 Properties 274 Acres

Examples include: Lincoln Park and Corbin Park



facilities that are centrally located within neighborhoods, along collector streets, along trail or drainage corridors, or in urban centers. Pocket parks serve a concentrated or limited population or specific group such as children or seniors and could be provided by the public or private sector. They are small, often 2 acres or less, and contain few amenities.

13 Properties 14 Acres

Examples include: Cowley Park, Ruth Park and Kehoe Park



**COMMUNITY PARKS** offer diverse recreational opportunities depending on site suitability and community need. These parks may include areas suited for facilities such as athletic complexes and large swimming pools, natural features (such as bodies of water), and support walking, viewing, picnicking, and outdoor recreation. These parks are centrally located in neighborhoods with safe walking and bicycle access and are adjacent to a school when possible. They are medium-sized, 10-50 acres, and contain 6-15 amenities.

12 Properties 297 Acres

Examples include: Minnehaha Park and Liberty Park



**SPECIAL USE PARKS** might include horticultural centers, working farms, arboretums, aquatic centers, sports complexes, parkways, environmental education centers, performance areas, urban plazas, civic parks, skateboard parks, motor-cross tracks, mountain bike parks, or other specialized activity or recreation interests. Location of special use properties must be carefully planned to ensure that access, traffic control, and lighting and noise issues do not negatively impact neighborhoods. They are often medium-size, 4-15 acres.

6 Properties 248 Acres

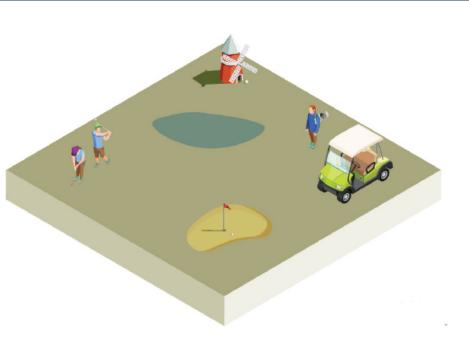
Examples include: Finch Arboretum and Riverfront Park



**PARKWAYS** are landscaped areas of distinct quality within or adjacent to the public right of way which connect larger park spaces or which are specially fitted for pleasure walking or driving. Parkways may have direct access from a major park with connectivity to adjacent parks and open spaces. Parkways are ideally accessible from a community corridor.

18 Properties 196 Acres

Examples include: Upriver Drive Parkway



**GOLF COURSES** are large expanses of turf grass, trees, and small water features that are maintained for the game of golf. Golf courses may include trails or trail access within non-playable portions of the property so long as golf activity remains unencumbered by trail access. Note that golf courses were not included in the service area analysis below. They are generally between 140 and 250 acres.

4 Properties 690 Acres

Examples include: Downriver golf course and Indian Canyon golf course



**REGIONAL PARKS** are a large expanse of open land (more than 80 acres) designed to provide natural scenery and unique features of citywide and regional interest as well as afford a pleasant environment and open space in which to engage in active and passive recreation. They provide outdoor and nature-oriented recreational activities for residents and tourists.

3 Properties 407 Acres

Examples include: Camp Sekani Park and High Bridge Park



**NATURAL LANDS** function to protect environmentally sensitive features such as steep slopes, unstable soils, and riverfront areas that may restrict land use. Generally maintained in a natural state, the facilities preserve significant views and provide wildlife sanctuary. They are more than 25 acres and contain few amenities, though they may support outdoor and natureoriented recreational activities for both city residents and tourists. Within conservation lands, which can be found on natural lands, public access for recreational use within conservation land is often limited.

17 Properties 1,643 Acres

Examples include: Indian Canyon Park and High Drive Park

## Natural Land Vs. Conservation

## Natural

- ► Land in Natural State
- Future development possible, not planned
- Recreation types not restricted
- May allow infrastructure or improvements if land remains predominantly natural (pb discretion)

## Conservation

- ► Land in Natural State
- Future development restricted
- Certain recreation types restricted
- Most improvements restricted.
   Restrictions enforceable
   by 3<sup>rd</sup> party (county)

## Park Board Authority & Park Protections

- Existing Park Board Charter (Article V):
  - ▶ Protects all parks from Sale & Exchange, regardless of type.
  - Empowers Board broad authority over all property in city used for park purposes.
  - Empowers Board to add Improvements / amenities within any park type as permitted by the board.
  - Improvements in any given park generally guided by park classifications.

# Additional Protection(s) --Existing Conservation Futures Land--

## **Conservation Covenant**

- Restricts Land to 'Conservation Purposes' in exchange for County purchasing property & deeding land to City at no cost to City.
- ► Requires 3<sup>rd</sup> party (City & County) to create enforceable restriction on property.

# Additional Protection(s) --Use Restrictions on CF Property--

- Existing Restricted Uses
  - ► Cannot subdivide or change boundaries of property,
  - No residential, commercial or industrial activities,
  - ▶ No building or structures (inc'l comm towers, etc.),
  - ► No filling / excavation / grading / mining,
  - No access / utility easements,
  - ▶ No motor vehicles, billboards or advertising
  - Off-Leash Dog Walking

# Additional Protection(s) --Uses Allowed on CF Properties--

## ► <u>Allowed Uses</u>

- ► Natural surface trails (for non-motorized vehicles),
- ►Tree harvests,
- Livestock grazing,
- Ecological restoration
- ► On-Leash Dog Walking

## Conservation Restriction Recap

- Adding a Conservation Easement / Covenant:
  - Existing Conservation Futures Covenants restrict allowable uses within some park properties today.

▶ P.B. can add restrictive covenant to existing park properties, but largely symbolic <u>unless</u> PB conveys interest in that park to a 3<sup>rd</sup> party.

## Conservation Restriction Recap

## Addi

Ex all To create enforceable restrictive covenant, PB would need to grant a 3<sup>rd</sup> party authority to restrict use of that land to conservation in exchange for compensation.

P.E

pr

int

City enforces restrictions, 3<sup>rd</sup> party has right to bring an action to enforce if city fails to.

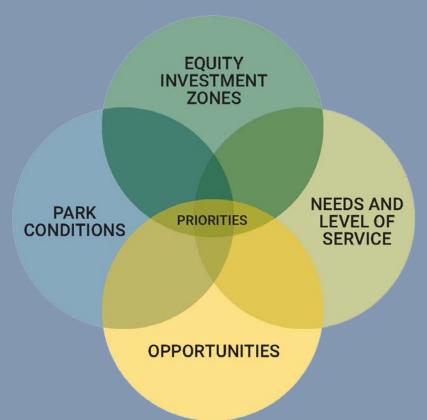
## ...FUTURE QUESTION ALERT...

Do Board Members Desire Additional Restrictions on Natural Lands?

...Don't answer yet...

## UPDATING PROCESS...

How does the Board verify that development proposals within parks are consistent with the public's desires & the recommendations of strategic park planning documents?



## Preliminary Recommendations

- ► Update P.B. Briefing Paper, adding:
  - ► Master Plan 'Goal, Objective, Strategy' to all agenda items.
  - ► 'Project Priority Tier'

## Preliminary Recommendations

## 1. Update P.B. Briefing Paper, adding:

- ► Master Plan 'Goal, Objective, Strategy' to all agenda items.
- ► 'Project Priority Tier'

- **▶** Dog Park Action Item...
  - ► Goal B, Objective 1
  - **▶** Priority Tier: First

## Preliminary Recommendations

2. For high profile actions, recommend briefing @ full board 1 month in advance of requested action.

## Preliminary Recommendations

## 3. Create 'park property development assessment'

- ► Similar to 'park property acquisition questionnaire'
- ► High level evaluation of project impacts & outcomes:
  - ► How much & type of land disturbed?
  - ▶ Is land reserved for proposed development or not?
  - ▶ Does land have conservation restriction?
  - Is public supportive of proposal, have they been engaged?

## Preliminary Recommendations

3. Recommend pairing public comment regarding specific agenda items with the respective discussion / action.

## Recap

# Proposed Changes Intended to facilitate case-by-case evaluation of actions:

- -Update Briefing Paper
- -Present 'high profile' items as full board briefing first, action second.
- -Pair Public comment on action items w/ Agenda. Limit open forum comment to non-agenda topics.

## Board Opinions?

► Questions?

▶ Do Park Board Members Desire Additional Restrictions on Natural Lands?

► Would proposed changes to briefing paper/etc. benefit Park Board Members when making decisions?

# Authority Over Parks --park board holds the authority--

- PARK BOARD POWERS (ARTICLE V, Section 48)
  - "Layout, establish, purchase, procure and have the care, management, control and improvement of all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, now and hereafter owned or controlled by the City whether within or without the city limits, and may designate them by name;"

Supplemental Info

# Authority Over Parks --park board holds the authority--

- PARK BOARD POWERS (ARTICLE V, Section 48)
  - "To lay out, establish and improve boulevards & parkways..."
  - To exercise supervision over all shade trees, shrubs and plants of all kinds on or in the streets & public places of the City..."
  - "To prohibit & determine place and manner of making excavations, placing [improvements]"
  - "To improve and adorn parks and park property and do all things nece: Supplemental Info ...of value to the public"

# Existing Park Land Protections --no land sale or exchange without vote--

- PARK BOARD POWERS (ARTICLE V, Section 48)
  - "Neither Park Board, Nor Council shall have power to sell or exchange any existing park or portion thereof without the prior approval of the electorate given by majority vote at the next ensuring general municipal election or special municipal election, as the case may be.

Supplemental Info

# Spokane Park Board Briefing Paper



Committee	Land			
Committee meeting date	April 5, 2023			
Requester	Berry Ellison	Phone number: 625-6276		
Type of agenda item	OConsent ODiscussion	○ Information ♠ Action		
Type of contract/agreement	New Renewal/ext. Lease	Other		
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)	AllPlay Systems, LLC contract for plinstallation/Wildhorse Park playgrou	ay equipment, surfacing, & nd project (\$130,694.59 tax inclusive)		
Begin/end dates	Begins: 04/13/2023 Ends	: 12/31/2023		
Background/history:  Wildhorse Park playground renovations include a new 3,000sf playground area with exciting new play equipment for children aged 2-12. The site will have new site furnishings and ADA compliant walkways to allow access to the playground and to the adjacent Children of the Sun trail.  Play equipment is a long-lead item thus purchasing the equipment prior to issuing the site improvements to bid is advantageous to the project schedule.  The City worked with a qualified vendor for equipment, resilient surfacing, & installation while utilizing a cost effective State Contract for the best pricing available. The most qualified vendor is AllPlay Systems, LLC.  Note: This quote follows the NASPO Contract #6480 competitive process.  Motion wording:  Move to approve AllPlay Systems, LLC. contract for play equipment, surfacing, & installation for the Wildhorse Park playground project in the amount of \$130,694.59 (tax inclusive) from ARPA funds.  Approvals/signatures outside Parks:  Yes  No  If so, who/what department, agency or company: AllPlay Systems, LLC				
Name: Danielle Patterson	Email address: danielle@allplaysy	stems.com Phone: 360 808-5925		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:		ystems.com		
Fiscal impact:   Expenditure	Revenue			
Amount: \$ 130,694.59 (tax inclusive)	Budget code: 1425-88153-94760	56414 07248		
130,094.39 (tax iliciusive)	(ARPA funds)	-30414-37240		
Vendor:   Existing vendor	New vendor			
Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	W-9 (for ne ACH Forms	w contractors/consultants/vendors (for new contractors/consultants/vendors ertificate (min. \$1 million in General Liability)		

Updated: 10/21/2019 3:23 PM

City	Clerk's No.	



#### **City of Spokane**

#### **PUBLIC WORKS AGREEMENT**

## Title: FABRICATE, DELIVER AND INSTALL PLAYGROUND EQUIPMENT AT WILDHORSE PARK

This Agreement is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT as ("City"), a Washington municipal corporation, and ALL-PLAY SYSTEMS, LLC, whose address is P.O. Box 1886, Sequim, Washington 98382, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Contractor was selected from NASPO ValuePoint Master Agreement for Washington State Contract No. 6479; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, passed 1/3/22, (section 1. (G) ) and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

- 1. <u>PERFORMANCE</u>. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **FABRICATE**, **DELIVER AND INSTALL PLAYGROUND EQUIPMENT AT WILDHORSE PARK**.
- 2. <u>CONTRACT DOCUMENTS</u>. The contract documents are this Contract, the Contractor's Quote Nos. WKB 3-31-23 and 4-2-23, attached as Exhibit B, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders, subsurface boring logs (if any), and ARP/CSLFRF CFDA 21.027. In the event of a conflict between these documents, this Contract shall be used to determine prevailing contract document. These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
- 3. <u>TIME OF PERFORMANCE</u>. The time of performance of the Contract shall begin on April 13, 2023 and shall run through December 31, 2023. Project time of completion and working days in accordance with contract documents.
- 4. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract

documents.

- 5. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
- 6. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED THREE AND 30/100 DOLLARS (\$119,903.30)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
- 7. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
- 6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- 7. STATE PREVAILING WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- 8. RETAINAGE IN LIEU OF BOND. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- 9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the

responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

- INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
- 11. <u>INSURANCE</u>. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
  - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional

insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. <u>CONTRACTOR'S WARRANTY</u>. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

#### 13. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - 2. Have a current Washington Unified Business Identifier (UBI) number;
  - 3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW:
    - b. A Washington Employment Security Department number, as required in Title 50 RCW:
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.
  - 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).

- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.
- 14. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

#### 15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract

or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 16. <u>DEBARMENT AND SUSPENSION</u>. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
- 17. <u>ASSIGNMENTS</u>. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
- 18. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 19. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
- 20. <u>DISPUTES</u>. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
- 21. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 22. <u>AUDIT / RECORDS</u>. The Contractor and its subcontractors shall maintain for a mi6imum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 23. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business

registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

- 24. <u>CONSTRUAL</u>. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
- 25. <u>MODIFICATIONS</u>. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
- 26. <u>INTEGRATION</u>. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
- 27. <u>FORCE MAJEURE</u>. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

CITY OF SPOKANE

· · · · · · · · · · · · · · · · · · ·		5.1.1 G. G. G. H <u>-</u>		
By	ate	By	Date	
Signature Da	ale	Signature	Date	
Type or Print Name		Type or Print Name	e	
Title		Title		
Attest:		Approved as to for	m:	
City Clerk		Assistant City Atto	rney	

#### **Attachments that are part of this Contract**:

ALLPLAY SYSTEMS, LLC

Exhibit A - Certification Regarding Debarment Exhibit B - Contractor's Quote Nos. WKB 3-31-23 and 4-2-23 Attachment - ARP/CSLFRF CFDA 21.027 Attachment – General Terms and Conditions 22-069

### EXHIBIT A CERTIFICATION REGARDING DEBARMENT

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

<u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u>

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

#### Federal Funding Accountability and Transparency Act (FFATA) Certification The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements. If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions. 1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320? Yes If yes, answer question 2 below. No 💢 If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. 2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 780(d)), or section 6104 of the Internal Revenue Code of 1986? Yes 🔲 If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. No 🔲 If no, you are required to report names and compensation. Please fill out the remainder of this form. Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below. **Total Compensation:** Name: **Total Compensation:** Name: **Total Compensation:** Name: **Total Compensation:** Name: Total Compensation: Name: The Grantee certifies that the information contained on this form is true and accurate.

### EXHIBIT B CONTRACTOR'S QUOTE Nos. WKB 3-31-23 and 4-2-23



AllPlay Systems, LLC P.O. Box 1886 Seguim, WA 98382

#### Quotation

Toll Free: 888.531.4881
Fax: 888.655.6412

Email: lisa@allplaysystems.com

Lisa Patrick (509) 954-0835

Project: Spokane Wildhorse Park EQUIPMENT wkb 3-31-23

Date: 3/31/2023

#### Bill To:

Spokane Parks & Recreation 808 W. Spokane Falls Blvd.

Spokane, WA 99201

Contact: Berry Ellison Phone: 509-625-6276

Email: bellison@spokanecity.org

Ship To:

Spokane Wildhorse Park 3717 N. Ralph St. Spokane, WA 99217

Contact: Rock Wells Phone: 509-290-8596

Email: rock@mountainrockdc.com

Prepared for: Berry Ellison

Quote valid until: 4/30/2023

This quote and purchase will be administered in accordance with the terms of NASPO ValuePoint Master Agreement #6479, executed 12/1/2016. The customer is responsible for final quantity count and unloading of freight at site, unless otherwise specified. All freight damage or missing items must be reported within two business days.

Vendor	Item Description	Model	Qty	Unit Price	Total Price
Berliner	Greenville Combi.045	Custom	1	\$70,361.00	\$70,361.00
	UDB Cat Tail.01		1	\$5,955.00	\$5,955.00
	Palmetto Saucer		1	\$4,934.00	\$4,934.00
	UDB Eddie.01		1	\$4,003.00	\$4,003.00
			1		
			1		
			1		
	FREIGHT		1	\$6,033.00	\$6,033.00
NASPO	WA State Purchasing Contract - equipment (-10%)		1	-\$8,525.30	-\$8,525.30

#### Additional Info:

Installer will offload with coordinated delivery at job site.	Subtotal	\$82,760.70
	Tax 9.0%	\$7,448.46
	Total	\$90,209.16
Customer Signature:		

Date:	
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### EXHIBIT B CONTRACTOR'S QUOTE Nos. WKB 3-31-23 and 4-2-23



AllPlay Systems, LLC P.O. Box 1886 Seguim, WA 98382

#### Quotation

Toll Free: 888.531.4881 Fax: 888.655.6412

Email: lisa@allplaysystems.com

Lisa Patrick (509) 954-0835

Project: Spokane Wildhorse Park INSTALL wkb 4-3-23

Date: 4/3/2023

#### Bill To:

Spokane Parks & Recreation 808 W. Spokane Falls Blvd. Spokane, WA 99201

Contact: Berry Ellison Phone: 509-625-6276

Email: bellison@spokanecity.org

Ship To:

Spokane Wildhorse Park

3717 N. Ralph St. Spokane, WA 99202

Contact: Rock Wells Phone: 509-290-8596

Email: rock@mountainrockdc.com

Prepared for: Berry Ellison

Quote valid until: 5/3/2023

Vendor	Item Description	Model	Qty	Unit Price	Total Price
Mountain	Installation of Play Equipment - Davis Bacon Wages		1	\$28,560.00	\$28,560.00
Rock					
Designs					
	Provide and install Geotextile Fabric and		130	\$66.02	\$8,582.60
	12" Engineered Wood Fiber 2860 sf footprint				

#### Additional Info:

Davis Bacon Wages included as well as offloading, security fence and disposal of packaging and spoils. Assumes site prep done by others with 12" below sidewalk grade for install of EWF. ADA ramp access from sidewalk into play area by others.

 Subtotal
 \$37,142.60

 Tax 9.0%
 \$3,342.83

 Total
 \$40,485.43

Payment terms: 50% down, balance due Net 30 upon delivery. The customer is responsible for final quantity count and the unloading of freight at site. The customer must report all freight damage and missing items within 2 business days of delivery of items.

Written approval must be received prior to order initiation. By signing, dating, and returning this document, the customer accepts these terms and authorizes Allplay Systems, LLC to order the items as listed above.

Customer Signature:	
Date:	

#### ATTACHMENT ARP/CSLFRF CFDA 21.027

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane

City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extend consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115¬232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3);
- Indirect cost rate (2 CFR 200.332(a)(4)):
- Records access & retention (2 CFR 200.332(a)(5);
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

#### **CERTIFICATION**

Signature, Administrator, or Applicant Agency
Date
Danielle Patterson

Managing gartner, Allplay Systems

print name and title

### ATTACHMENT GENERAL TERMS AND CONDITIONS

#### 1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

#### 2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

#### 3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

#### 4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

#### 5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

#### 6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

#### 7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

#### 8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

#### 9. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

#### 10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <a href="http://dor.wa.gov">http://dor.wa.gov</a> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

#### 11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

#### 13. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

#### **14. TERMINATION**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### 15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

#### **16. INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### SPECIFIC GRANT RELATED LANGUAGE

#### 17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

#### 18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### **20. CLEAN AIR ACT**

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

#### 22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

#### 23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

#### 24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

#### 25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

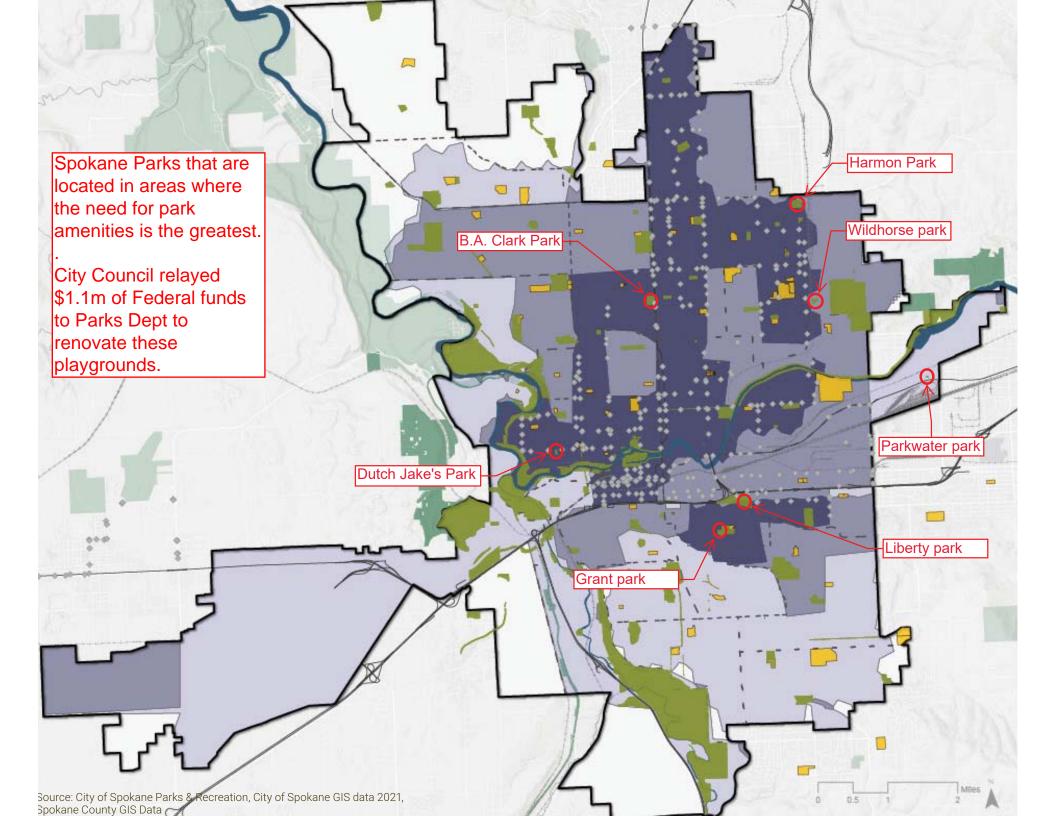
Signature	Date
	_
Title, Company	

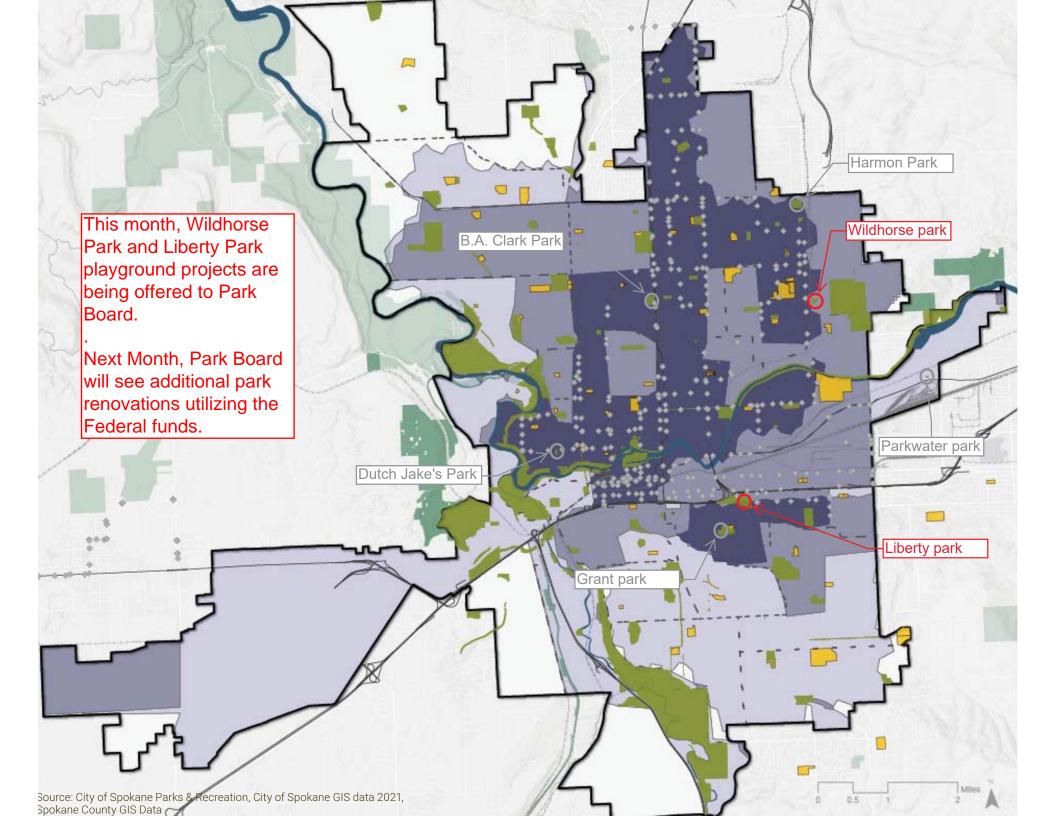
# Spokane Park Board Briefing Paper



Committee	Land			
Committee meeting date	April 5, 2023			
Requester	Berry Ellison		Phone number: 6	25-6276
Type of agenda item	Consent	Discussion	OInformation	<ul><li>Action</li></ul>
Type of contract/agreement	New Rer	newal/ext. OLease	OAmendment/chang	e order Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)			lay Equipment, Surfacing nd Project (\$130,694.59 t	
Begin/end dates	Begins: 04/13/2	023 Ends:	12/31/2023	Open ended
Background/history: Wildhorse Park Playground Renovation for children aged 2-12. The site will have playground and to the adjacent Children Play equipment is a long-lead item thus advantageous to the project schedule. The City worked with a qualified vendous effective State Contract for the best proposed in the NASPO Common wording:  Motion wording: Move to approve Allplay Systems, LLC. or Playground Project in the amount of \$13	er new site furn en of the Sun trains s purchasing the or for equipment, cing available. Contract #6480 contract for Play E	ishings and ADA coll. requipment prior to resilient surfacing, & The most qualified vo competitive process.	mpliant walkways to all issuing the site improve is installation while utilizendor is Allplay System & Installation for the Wil	ements to bid is sing a cost as, LLC.
Approvals/signatures outside Parks:	<ul><li>Yes</li></ul>	○ No		
If so, who/what department, agency or c Name: Danielle Patterson		•	tama asm. Dhana.	360 808-5925
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:	Email address		kanecity.org stems.com	
Fiscal impact:   Expenditure	Revenue			
Amount: \$ 130,694.59 (tax inclusive)		Budget code: 1425-88153-94760- (ARPA funds)	56414-97248	
Vendor: Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - 0		W-9 (for new	v contractors/consultants/v for new contractors/consul	ltants/vendors

Updated: 10/21/2019 3:23 PM

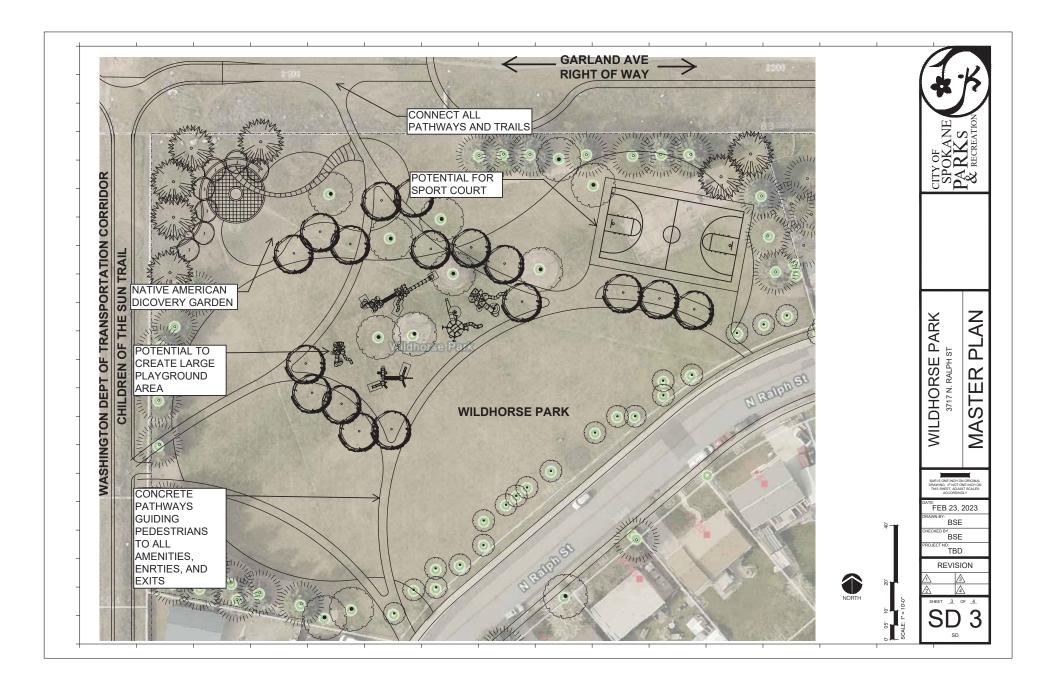


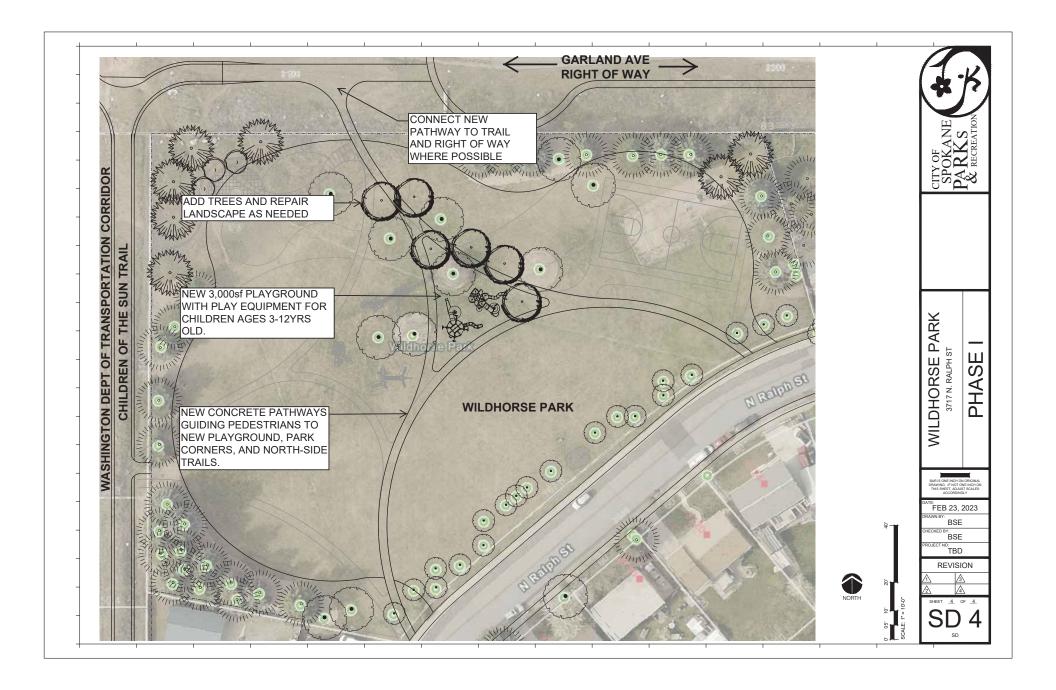
























AllPlay Systems, LLC P.O. Box 1886 Seguim, WA 98382

# Quotation

Toll Free: 888.531.4881 Fax: 888.655.6412

Email: lisa@allplaysystems.com

Lisa Patrick (509) 954-0835

Project: Spokane Wildhorse Park EQUIPMENT wkb 3-31-23

Date: 3/31/2023

### Bill To:

Spokane Parks & Recreation 808 W. Spokane Falls Blvd. Spokane, WA 99201

Contact: Berry Ellison 509-625-6276 Phone:

Email: bellison@spokanecity.org Ship To:

Spokane Wildhorse Park 3717 N. Ralph St.

Spokane, WA 99217

Contact: Rock Wells Phone: 509-290-8596

Email: rock@mountainrockdc.com

Prepared for: Berry Ellison

Quote valid until: 4/30/2023

This quote and purchase will be administered in accordance with the terms of NASPO ValuePoint Master Agreement #6479, executed 12/1/2016. The customer is responsible for final quantity count and unloading of freight at site, unless otherwise specified. All freight damage or missing items must be reported within two business days.

Vendor	Item Description	Model	Qty	Unit Price	Total Price
Berliner	Greenville Combi.045	Custom	1	\$70,361.00	\$70,361.00
	UDB Cat Tail.01		1	\$5,955.00	\$5,955.00
	Palmetto Saucer		1	\$4,934.00	\$4,934.00
	UDB Eddie.01		1	\$4,003.00	\$4,003.00
			1		
			1		
			1		
	FREIGHT		1	\$6,033.00	\$6,033.00
NASPO	WA State Purchasing Contract - equipment (-10%)		1	-\$8,525.30	-\$8,525.30

Additional Info:		
Installer will offload with coordinated delivery at job site.		\$82,760.70
	Tax 9.0%	\$7,448.46
	<b>Total</b>	\$90,209.16
Customer Signature:		

Date:



AllPlay Systems, LLC P.O. Box 1886 Sequim, WA 98382

# Quotation

Toll Free: 888.531.4881 Fax: 888.655.6412

Email: lisa@allplaysystems.com

Lisa Patrick (509) 954-0835

Project: Spokane Wildhorse Park INSTALL wkb 4-3-23

Date: 4/3/2023

### Bill To:

Spokane Parks & Recreation 808 W. Spokane Falls Blvd. Spokane, WA 99201

Contact: Berry Ellison Phone: 509-625-6276

Email: bellison@spokanecity.org

Ship To:

Spokane Wildhorse Park

3717 N. Ralph St. Spokane, WA 99202

Contact: Rock Wells Phone: 509-290-8596

Email: rock@mountainrockdc.com

Prepared for: Berry Ellison

Quote valid until: 5/3/2023

Vendor	Item Description	Model	Qty	Unit Price	Total Price
Mountain	Installation of Play Equipment - Davis Bacon Wages		1	\$28,560.00	\$28,560.00
Rock					
Designs					
	Provide and install Geotextile Fabric and		130	\$66.02	\$8,582.60
	12" Engineered Wood Fiber 2860 sf footprint				

### Additional Info:

Davis Bacon Wages included as well as offloading, security fence and disposal of packaging	Subtotal	\$37,142.60
and spoils. Assumes site prep done by others with 12" below sidewalk grade for install of EWF.	Tax 9.0%	\$3,342.83
ADA ramp access from sidewalk into play area by others.	<b>Total</b>	\$40,485.43

Payment terms: 50% down, balance due Net 30 upon delivery. The customer is responsible for final quantity count and the unloading of freight at site. The customer must report all freight damage and missing items within 2 business days of delivery of items.

Written approval must be received prior to order initiation. By signing, dating, and returning this document, the customer accepts these terms and authorizes Allplay Systems, LLC to order the items as listed above.

Customer Signature:		
Date:		

# Spokane Park Board Briefing Paper



Committee	Land					
Committee meeting date	April 5, 2023					
Requester	Berry Ellison		Phone number: 6	25-6276		
Type of agenda item	Consent	Discussion	Information	<ul><li>Action</li></ul>		
Type of contract/agreement	New Rer	newal/ext. OLease	Amendment/change	e order Other		
City Clerks file (OPR or policy #)						
Item title: (Use exact language noted on the agenda)			ay Equipment, Surfacing d Project (\$130,694.59 t			
Begin/end dates	Begins: 04/13/2	023 Ends:	12/31/2023	Open ended		
for children aged 2-12. The site will hat playground and to the adjacent Children Play equipment is a long-lead item thu advantageous to the project schedule. The City worked with a qualified vendor effective State Contract for the best propose. Note: This quote follows the NASPO Contract for working:	Wildhorse Park Playground Renovations include a new 3,000sf playground area with exciting new play equipment for children aged 2-12. The site will have new site furnishings and ADA compliant walkways to allow access to the playground and to the adjacent Children of the Sun trail. Play equipment is a long-lead item thus purchasing the equipment prior to issuing the site improvements to bid is advantageous to the project schedule. The City worked with a qualified vendor for equipment, resilient surfacing, & installation while utilizing a cost effective State Contract for the best pricing available. The most qualified vendor is Allplay Systems, LLC.  Note: This quote follows the NASPO Contract #6480 competitive process.					
Move to approve Allplay Systems, LLC. of Playground Project in the amount of \$13	0,694.59 (tax inc	lusive) from APRA fun		dhorse Park		
Approvals/signatures outside Parks:	Yes	O No				
If so, who/what department, agency or c Name: Danielle Patterson		: danielle@allplaysys	tems.com Phone:	360 808-5925		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:			stems.com	pokanecity.org		
Fiscal impact:   Expenditure	Revenue					
Amount: \$ 130,694.59 (tax inclusive)		Budget code: 1425-88153-94760-5 (ARPA funds)	56414-97248			
Vendor:	•	W-9 (for new	contractors/consultants/vor new contractors/consul rtificate (min. \$1 million in	ltants/vendors		



## **< Business Lookup**

# **License Information:**

New search Back to results

**Entity name:** ALLPLAY SYSTEMS LLC

**Business name:** ALLPLAY SYSTEMS

**Entity type:** Limited Liability Company

**UBI #:** 602-988-743

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 170 HAVENWOOD LN

SEQUIM WA 98382-8880

Mailing address: PO BOX 1886

SEQUIM WA 98382-4332



**Excise tax and reseller permit status:** Click here

Secretary of State status: Click here

# **Endorsements**

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Gig Harbor General Business - Non-Resident				Active	Jan-31-2024	Sep-04-2020
Lacey General Business - Non-Resident	182349			Active	Jan-31-2024	Aug-23-2019
Marysville General Business - Non-Resident	5925CON32	3		Active	Jan-31-2024	Jan-06-2023
Spokane General Business - Non-Resident	T12087740B	L		Active	Jan-31-2024	Jan-11-2013
Spokane Valley General Business - Non-Resident				Active	Jan-31-2024	Jan-18-2013
Tumwater General Business - Non-Resident	R-016187			Active	Jan-31-2024	Aug-16-2019

Governing People May include governing people not registered with Secretary of State



Governing people	Title	
HANSEN, JEFF		
PATTERSON, DANIELLE		
Registered Trade Nan	nes	
Registered trade names	Status	First issued
ALLPLAY SYSTEMS	Active	Apr-27-2012
	The Business Lookup information is upo 7:22:49 AM	dated nightly. Search date and time: 4/5/202

## **Contact us**

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Take our survey!

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# Check if your browser is supported





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not comer rights to the certificate holder in fied of such endorsement(s).										
PRODUCER		CONTACT Kayla Furford								
Callis & Associates, Inc.		PHONE (A/C, No, Ext): (360) 452-2314 FAX (A/C, No): (360) 4	452-1701							
802 East 1st St, Suite 3		E-MAIL address: certificate@callisinsurance.com								
		INSURER(S) AFFORDING COVERAGE	NAIC#							
Port Angeles	WA 98362	INSURER A: Great American E & S Insurance Co.								
INSURED		INSURER B: Allied Insurance Company of America								
Allplay Systems, LLC		INSURER C:								
DBA: Allplay Systems		INSURER D:								
PO Box 1886		INSURER E :								
Sequim	WA 98382-4332	INSURER F:								
COVERAGES	CERTIFICATE NUMBER: CL225270808	3 REVISION NUMBER:								

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	Type of Inclinance	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)		
	CLAIMS-MADE OCCUR						EACH OCCURRENCE \$ 2,000,000  DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	CLAIIVIS-IVIADE OCCUR						MED EXP (Any one person) \$ 5,000	
Α		Y	Υ	E703284	05/19/2022	05/19/2023	PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000	
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000	
	OTHER:						\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000	
	× ANY AUTO						BODILY INJURY (Per person) \$	
В	OWNED SCHEDULED AUTOS ONLY	Υ	Υ	ACP 3100141109	05/19/2022	05/19/2023	BODILY INJURY (Per accident) \$	
	HIRED AUTOS ONLY AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$			
							\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$	
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH- WA State Stop	Gap
l <sub>A</sub>	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		E703284	05/19/2022	05/19/2023	E.L. EACH ACCIDENT \$ 1,000,000	
``	(Mandatory in NH)				3, 10, 2022	3, 10,2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
А	Pollution Liability			E703284	05/19/2022	05/19/2023	Each Occurence \$2,000,000	
							Aggregate \$4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and project owner are an additional insured with respects to the General Liability and Pollution Liability when required by written contract by the terms of form GLS 50 07 11 19 & GLE 20 10 04 13. When required by written contract: GLE 20 37 04 13 Completed Operations - Blanket endorsement applies. GLE 25 03 03 97 Per Project endorsement applies. GLE 24 04 05 09 Waiver of Subrogation applies. GLE 50 06 12 19 Additional Insured - Primary & Non-contributory endorsement applies. Refer to policy(s) for all applicable terms, conditions, endorsements and exclusions. Evidence Only.

CERTIFICAT	E HOLDER		CANCELLATION
	City of Spokane Parks & Recreation Department 808 W Spokane Falls Blvd		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	ooo w opokane i alis biva		AUTHORIZED REPRESENTATIVE
	Spokane I	WA 99201	andy Callis

# Spokane Park Board Briefing Paper



Committee	Riverfront Park	Committee		
Committee meeting date	April 5, 2023			
Requester	Nick Hamad		Phone number: 509	.363.5452
Type of agenda item	Consent	Discussion	OInformation	<ul><li>Action</li></ul>
Type of contract/agreement	New ORe	enewal/ext. OLease	OAmendment/change o	order Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)		ction, Inc./ Riverfront F \$2,099,949.00, tax incli	Park South Suspension Bridusive)	lge Renovation
Begin/end dates	Begins: 04/13/	2023 Ends:	04/30/2024	Open ended
Background/history: This project contracts with the low renovation project in Riverfront Pa Improvements include bridge concrailing modifications, drainage imp	rk. crete deck rep	lacement, steel fra	ming repairs, historical	ly compliant
Motion wording: Motion to approve Garco Construction, In inclusive)	ıc. South Suspe	nsion Bridge Renovatio	on Construction contract (\$2	2,099,949.00 tax
Approvals/signatures outside Parks:	<ul><li>Yes</li></ul>	○ No		
If so, who/what department, agency or converse that the source of the so		es. Tlaueko@garoo oon	n Dhono: 50	9.535.4688
	Email addres	s: Tloucks@garco.con	n Priorie. 50	19.535.4666
Distribution:  Parks – Accounting  Parks – Sarah Deatrich  Requester: Nick Hamad  Grant Management Department/Name:		Berry Ellison Thea Prince Garrett Jones		
Fiscal impact:   Expenditure	Revenue			
Amount: \$2,099,949.00		Budget code: 1950-54920-94000-4	48085	
Vendor:	•	W-9 (for new ACH Forms (i	v contractors/consultants/ven for new contractors/consultar	nts/vendors

Updated: 10/21/2019 3:23 PM



## <u>City of Spokane Parks</u> <u>And Recreation Department</u>

### PUBLIC WORKS CONTRACT

Title: RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION

This Contract is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT as ("City"), a Washington municipal corporation, and GARCO CONSTRUCTION, INC., whose address is 4114 East Broadway Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

- 1. <u>PERFORMANCE</u>. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION**.
- 2. <u>CONTRACT DOCUMENTS</u>. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, PW invitation to bid 5850-23, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid Section 16 'Controlling Order of Documents' shall be used to determine prevailing contract document. These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
- 3. <u>TIME OF PERFORMANCE</u>. The time of performance of the Contract shall begin on April 14, 2023 and shall run through June 1, 2024. Project time of completion and working days shall be in accordance with contract documents.
- 4. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract documents.
- 5. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
- 6. <u>COMPENSATION</u>. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule 1 for the actual quantities furnished for each bid item at a total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO MILLION NINETY-NINE THOUSAND NINE**

**HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$2,099,949.00)**, including applicable taxes. In the event actual work quantities exceed those estimated, the contract amount may be increased by contract amendment.

- 7. PAYMENT. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
- INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its 8. officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents. officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
- 9. <u>BONDS</u>. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
- 10. <u>INSURANCE</u>. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
- 11. <u>CONTRACTOR'S WARRANTY</u>. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
- 12. <u>WAGES</u>. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- 13. <u>STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED</u>. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- 14. <u>PUBLIC WORKS REQUIREMENTS.</u> The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

### 15. <u>SUBCONTRACTOR RESPONSIBILITY</u>.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable, have:
  - Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.
  - 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
  - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 16. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

### 17. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment

because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 18. <u>DEBARMENT AND SUSPENSION</u>. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
- 19. <u>ASSIGNMENTS</u>. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as

may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

- 20. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
- 21. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
- 22. <u>DISPUTES</u>. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
- 23. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 24. <u>AUDIT / RECORDS</u>. The Contractor and its subcontractors shall maintain for a mi6imum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 25. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 26. <u>CONSTRUAL</u>. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
- 27. <u>MODIFICATIONS</u>. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
- 28. <u>INTEGRATION</u>. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

- 29. <u>OFF SITE PREFABRICATED ITEMS</u>. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
- 30. <u>FORCE MAJEURE</u>. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

# 30. <u>ARTICLE I - DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS (Page 8 of 39)</u>

• Recipients must also adhere the Department of the Interior Standard Terms and Conditions located at https://www.doi.gov/grants/doi-standard-terms-and-conditions (version effective December 19, 2019-revised June 19, 2020), except the provision related to the Davis-Bacon Act in Section VII.

GARCO CONSTRUCTION, INC.	CITY OF SPOKANE		
By Signature Date	By Signature Date		
Type or Print Name	Type or Print Name		
Title	Title		
Attest:	Approved as to form:		
City Clerk	Assistant City Attorney		

### Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule 1
23-067

### **PAYMENT BOND**

We, GARCO CONSTRUCTION, INC., as principal, and
as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO MIL-
LION NINETY-NINE THOUSAND NINE HUNDRED FORTY-NINE AND NO/100 DOLLARS
(\$2,099,949.00), for the payment of which, we bind ourselves and our legal representatives and
successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION.** If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on	
	GARCO CONSTRUCTION, INC., AS PRINCIPAL
	By: Title:
A valid POWER OF ATTORNEY	AS SURETY ,
for the Surety's agent must accompany this bond.	By: Its Attorney in Fact

STATE OF WASHINGTON	)
County of	) ss. _)
Loortify that I know or ha	ve estisfactory evidence that
•	ve satisfactory evidence thatsigned this document; on oath stated that he/she was author-
ized to sign the document and a	cknowledged it as the agent or representative of the named ized to do business in the State of Washington, for the uses
DATED:	
	Signature of Notary Public
	My appointment expires
Approved as to form:	
Assistant City Attorney	

### **PERFORMANCE BOND**

We, GARCO CONSTRUCTION, INC., as principal, and \_\_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO MILLION NINETY-NINE THOUSAND NINE HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$2,099,949.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **RIVERFRONT PARK SOUTH SUSPENSION BRIDGE REN-OVATION**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on	
	GARCO CONSTRUCTION, INC., AS PRINCIPAL
	By: Title:
A valid <u>POWER OF ATTORNEY</u>	AS SURETY ,
for the Surety's agent must accompany this bond.	By: Its Attorney in Fact

STATE OF WASHINGTON	)
County of	) SS. )
I certify that I know or have	satisfactory evidence that signed this document; on oath stated that document and acknowledged it as the agent or representative of
the named Surety Company which uses and purposes mentioned in the	is authorized to do business in the State of Washington, for the
DATED on	
	Signature of Notary
	My appointment expires
Approved as to form:	
Assistant City Attorney	

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice:
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction
  with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered
  transaction
- 3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. I understand that a false statement of this certification may be grounds for termination of the contract.

Garco Construction, Inc.	Riverfront Park South Suspension Bridge Renovation
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)



CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400

# PW INVITATION TO BID

PW ITB NUMBER: 5850-23 PROPOSAL DUE DATE: 4/3/2023 TITLE: RIVERFRONT PARK SOUTH SUSPENSION TIME: 1:00 pm pst **BRIDGE RENOVATION** Bid Submittal: All Bids shall be submitted electronically BID COORDINATOR: Thea Prince, City of through the ProcureWare online Spokane Purchasing Department procurement system portal: https://spokane.procureware.com before PRE-BID MEETING: Tuesday, March 21, 2023 at the due date and time. 1:30 pm – City Hall Lobby, Tribal Conference Room, 808 W Spokane Falls Blvd., Spokane WA QUESTION DEADLINE: 3/24/23 3:00 pm pst

BID SUBMITTED BY:
COMPANY
MAILING ADDRESS
PHYSICAL ADDRESS
PHONE NUMBER
E-MAIL ADDRESS

THEA PRINCE Purchasing

The Prince

# Riverfont Park South Suspension Bridge - Construction Bids

### **Extended Price Analysis**

Reference Number	Description UOM	Quantity	Extended Estimate	Garco Construction Inc.	Halme Construction, Inc	Average
Bid Price Ratio				100%	93.93%	
Total Extended				\$2,099,949.00	\$2,235,629.00	
Pricing Group				\$2,099,949.00	\$2,235,629.00	
#1	BASE BID ea	1	\$ 2,450,000.00	\$2,099,949.00	\$2,235,629.00	\$2,167,789.00

### **Bid Response Summary**

Bid Number PW ITB 5850-23

Bid Title Riverfront Park South Suspension Bridge Renovation Project

**Due Date** Monday, April 3, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding
Company Garco Construction Inc.

Submitted By Tim Loucks - Monday, April 3, 2023 12:35:17 PM [(UTC-08:00) Pacific Time (US & Canada)]

tloucks@garco.com 5097557222

Comments

### **Question Responses**

Group	Reference Number	Question	Response	
Technical Group				
			Garco Construction, Inc. 4114 I	
	1	Provide Company Name, Address, Telephone Number as well as name and e-mail	Broadway Ave Spokane, WA	
	1	address of person submitting this response.	99202 Tim Loucks, VP - Civil	
			Division tloucks@garco.com	
	2	How many Addenda do you acknowledge receipt of?	1	
		Please complete and upload Bid Proposal Pages 10-12 of the Riverfront Park South	Bid Proposal (PP10-	
	3	Suspension Bridge Renovation Project Document in the Documents Tab. Only one	12)_Garco.pdf	
		document can be uploaded so save all pages as one document prior to uploading.	12)_Garco.pui	
		Please complete and upload Subcontractor List - Page 13 of the Riverfront Park		
		South Suspension Bridge Renovation Project Document in the Document tab. If you		
	4	are not providing this with your bid response but providing it within one (1) hour of the	Subcontractor List	
	4	bid due date - by 2:00 pm on 4/3/2023 - please email it to tprince@spokanecity.org	(PG13)_Garco.pdf	
		with a subject line of "PW ITB #5850-23 Riverfront Park South Suspension Bridge		
		Renovation Project - Subcontractor's List.		
		Please complete and upload Minority and Women's Business Enterprise Utilization	MWBE Utilization Form	
	5	Form - Page 15 of the Riverfront Park South Suspension Bridge Renovation Project	(PG15) Garco.pdf	
		Document in the Document tab.	(FG13)_Garco.pdr	
	6	Please complete and upload Bid Bond - Page 16 of the Riverfront Park South	Bid Bond (PG16) Garco.pdf	
		Suspension Bridge Renovation Project Document in the Document tab.		
	7	Upload completed Attachment 3 Unit Price Bid Form	Att 3 Unit Price Bid Form_RPB	
r	opioad completed Attachment o onit i nice bid i onii	South_Garco.pdf		

8	Acknowledge that you have read and understand the following Liquidate Damages Paragraph on page 10 of the Riverfront Park South Suspension Bridge Renovation Project Document: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS (\$500) per working day until the work is satisfactorily completed	I acknowledge and understand; I do not acknowledge and do not understand
9	Acknowledge that you have read and understand the following Contract Completion Time Paragraph on page 10 of the Riverfront Park South Suspension Bridge Renovation Project Document: The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and shall be physically completed within 180 working days.	I acknowledge and understand; I do not acknowledge and do not understand
10	Upload any additional documentation you feel necessary. If you have more than one document make sure to save all documents as one .pdf document before uploading.	

### **Pricing Responses**

Group	Reference Number	Description	Туре	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Pricing Group								
	#1	BASE BID	Base	ea	1.00	\$2,099,949.00	\$2,099,949.00	Two Million Ninety-Nine Thousand Nine Hundred Forty-Nine and no/100
Total Base Bid	\$2,099,949.00							

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM <u>AND</u> INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

### **BID PROPOSAL**

To: Honorable Mayor

Members of the City Council City of Spokane, Washington

PROJECT: #5850-23 RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION

### **BIDDER'S DECLARATION.**

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

### **BID OFFER.**

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

2 099 949 00

(Total Bid Schedule 1):
ADDENDA.  The undersigned acknowledges receipt of addenda number(s) and agrees that their requirements have been included in this bid proposal.
CONTRACT COMPLETION TIME.  The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and shall be physically completed within 180 working days.
LIQUIDATED DAMAGES. In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS (\$500) per working day until the work is satisfactorily completed.
BIDDER RESPONSIBILITY.
Washington State Contractor's Registration No. GARCOCI928D5 (must be in effect at time of bid submittal)
LLR I Number 602 809 160

Washington Employment Security Department Number 42091000-9						
Washington Excise Tax Registration Number26-2160089						
City of Spokane Business License Number T12054470BUS						
(The successful bidder and all subcontractors shall be licensed or have applied for a lice do business in the City of Spokane prior to proceeding with the proposed project.)						

### **BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

### NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder:	Garco Construction, Inc.			
	Signature of Bidder's Authorized Representative  James T. Welsh, CEO			
	Title 4114 East Broadway Spokane WA 99202			
	Address			
	509.535.4688			
	Phone			

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me OnN/A							
,	date						
(Seal Or Stamp)	12						
	Signature of Notary Public						
	My appointment expires						
IF PARTNERSHIP							
I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.							
Signed and Sworn To (or Affirmed) Before Me On N/A							
engines and enem to (en / minimes) perene	date						
(Seal Or Stamp)							
	Signature of Notary Public						
	My appointment expires						
IF CORPORATION							
I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.							
Signed and Sworn To (or Affirmed) Before Me On							
	date						
(Seal Or Stamp)	Production Walnut						
SEEN M	Signature of Notary Public						
NOTARY TO PUBLIC	My appointment expires 10/22/2024						

### BID SCHEDULE 1 | BASE BID

ScheduleDescriptionTax Classification1- South Bridge Renovation & Vault Lid Replacement.- See Rule 171 in specs

Project Number: 5850-23 Riverfront Park South Suspension Bridge Renovation

Bid Item	Estimated	a) Description of Bid Item				
No.	Quantity	b) Unit of Measure	<b>Unit Price</b>	Total Amount		
101	1 LS	STRUCTURE SURVEYING - SOUTH (Per Lump Sum)	* * * * *	\$ 5,000.00		
102	1 LS	RECORD DRAWINGS - SOUTH (MIN BID \$5000, Per Lump Sum)	* * * * *	\$ 5,000.00		
103	1 LS	REIMBURSEMENT FOR THIRD PARTY DAMAGE (ESTIMATED)	DAMAGE \$ 5,000.00			
104	1 LS	SPCC PLAN (Per Lump Sum)	* * * * *	\$ 2,000.00		
105	1 LS	TYPE B PROGRESS SCHEDULE (Per Lump Sum)	* * * * * *	\$ 10,000.00		
106	1 LS	MOBILIZATION (Per Lump Sum)	* * * * * *	\$ 200,000.00		
107	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL (Per Lump Sum)	* * * * *	\$ 25,000.00		
108	1 LS	MATERIAL ON HAND, TREE PROTECTION ZONE (Per Lump Sum)	* * * * *	\$ 3,000.00		
109	1 LS	REMOVING PORTION OF EXISTING BRIDGE - SOUTH (Per Lump Sum)	* * * * *	\$ 705,115.00		
110	1 LS	SITE PREPARATION / DEMOLITION - SOUTH (Per Lump Sum)	* * * * *	\$ 50,000.00		
111	42 CY	CONC. CLASS 4000D FOR BRIDGE - SOUTH (Per Cubic Yard)	\$ 5,000.00	\$ 210,000.00		
112	17,000 LB	EPOXY COATED ST. REINF. BAR FOR BRIDGE - SOUTH (Per Pound)	\$ 0.01	\$ 170.00		
113	1 CALC	DEFICIENT STRENGTH CONC. PRICE ADJUSTMENT (Calculated)	\$ (1.00)	\$ (1.00)		
114	41 LF	STEEL BRIDGE REPAIRS - TYPE 1 (Per Lineal Foot)	\$ 250.00	\$ 10,250.00		

Schedule 1	<b>Description</b> - South Brid	Tax Classification - See Rule 171 in specs				
115	41	LF	STEEL BRIDGE REPAIRS - TYPE 2 (Per Lineal Foot)	\$	110.00	\$ 4,510.00
116	41	LF	STEEL BRIDGE REPAIRS - TYPE 3 (Per Lineal Foot)	\$	105.00	\$ 4,305.00
117	26	EA	STEEL BRIDGE REPAIRS - TYPE 4 (Per Each)	\$	1,700.00	\$ 44,200.00
118	2	EA	STEEL BRIDGE REPAIRS - TYPE 5 (Per Each)	\$	1,200.00	\$ 2,400.00
119	4	EA	STEEL BRIDGE REPAIRS - TYPE 6 (Per Each)	\$	1,600.00	\$ 6,400.00
120	4	EA	STEEL BRIDGE REPAIRS - TYPE 7 (Per Each)	\$	4,700.00	\$ 18,800.00
121	1	EA	STEEL BRIDGE REPAIRS - TYPE 8 (Per Each)	\$	5,000.00	\$ 5,000.00
122	406	LF	BRIDGE RAILING TYPE PEDESTRIAN RETROFIT - SOUTH (Per Lineal Foot)	\$	600.00	\$ 243,600.00
123	22	LF	EXPANSION JOINT SYSTEM STRIP SEAL - SUPERSTR. (Per Lineal Foot)	- \$	600.00	\$ 13,200.00
124	1	LS	VAULT LIDS (Per Lump Sum)	*	* * * * *	\$ 200,000.00
125	1	LS	DRAINAGE (Per Lump Sum)	*	* * * *	\$ 30,000.00
126	1	LS	TEMPORARY EROSION AND SEDIMENT CONTROL (Per Lump Sum)	*	* * * *	\$ 10,000.00
128	2	EA	BRIDGE CLOSURE GATE MOUNTING ASSEMBLY (Per Each)	\$	1,000.00	\$ 2,000.00
129	2,700	LF	CONDUIT PIPE 4 IN DIAM - SOUTH (Per Lineal Foot)	\$	50.00	\$ 135,000.00
130	1	LS	ILLUMINATION SYSTEM - SOUTH (Per Lump Sum)	*	* * * *	\$ 150,000.00
						c 2.099.949.0

Total Schedule 1:

\$ 2,099,949.00

## THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

		BID BOND	
W	e, Garco Construction, Inc.		as Principal,
and		h City of Spokane	
are held a	and firmly bound unto the CITY C	OF SPOKANE, a Washington State	e municipal
corporatio	on, in the penal sum of FIVE PEF	RCENT (5%) OF THE TOTAL AMO	OUNT BID, for the
payment o	of which we jointly and severally	bind ourselves, and our legal repre	esentatives and
successo	rs.		
TH	HE CONDITIONS OF THE OBLI	GATION are that if the City of Spo	kane shall make
timely awa	ard to the Principal for the		
	Riverfront Park Soutl	h Suspension Bridge Renovation	<u>n</u>
the City, if	f required, then this obligation she effect; but in no event will the su	ne City of Spokane and furnish bornall be null and void; otherwise it shurety's liability exceed this bond's fa	nall remain in full ace amount.
AS	S PRINCIPAL		
		By: Principal on File with City	of Spokane
		Title:	
ATTORNI	DWER OF EY must ny this bond.	AS SURETY	
		By:Attorney in Fa	uct

### MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (use additional sheets if necessary):

WA. STATE CERTIFICATION I	SUBCONTRACTS / SUPPLIES			
None				
MINORITY BUSINESS SUBCONTRACTING GOAL	\$	MBE TOTAL	\$_0.00	
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$	WBE TOTAL	\$	
COMBINATION GOAL:	\$	MBE/WBE TOTAL	\$0.00	
*Designate MBE or WBE				
Mr./Mrs/ Ms. Kathy Webley liaison officer for the administration MBE/WBE firms.	on of the dollar value o	has been desigof contract work to be per		

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM IF BEING PROVIDED WITH YOUR BID RESPONSE. IF YOU ARE PROVIDING WITHIN ONE (1) HOUR AFTER THE PUBLISHED BID SUBMITTAL TIME – EMAIL THIS FORM TO TPRINCE@SPOKANECITY.ORG BY 2:00 PM ON THE BID DUE DATE.

### SUBCONTRACTOR LIST

## City of Spokane Project Name: PW ITB #5850-23 RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.

### RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void." (emphasis added)

	(List prime contract bidder if prime contract bidder intends to self-
perform the work):	Power City Electric
Work to be performed:	Electrical
Subcontractor Named: perform the work)	(List prime contract bidder if prime contract bidder intends to self
Work to be performed:	Garco Construction, Inc.  Structural Steel
Subcontractor Named (perform the work):	(List prime contract bidder if prime contract bidder intends to self- Tri States Rebar, Inc.
Work to be performed:	Reinforcing Steel
Subcontractor Named (perform the work):	(List prime contract bidder if prime contract bidder intends to self-
Work to be performed:	



### **<** Business Lookup

### **License Information:**

New search Back to results

**Entity name:** GARCO CONSTRUCTION, INC.

**Business name:** GARCO CONSTRUCTION, INC.

**Entity type:** Profit Corporation

**UBI #:** 602-809-160

Business ID: 001

Location ID: 0001

**Location:** Active

**Location address:** 4114 E BROADWAY AVE

SPOKANE WA 99202-4531

Mailing address: 4114 E BROADWAY AVE

SPOKANE WA 99202-4531



**Excise tax and reseller permit status:**Click here

Secretary of State status: Click here

### **Endorsements**

Endorsements held at this lo	License #	Count	Details	Status	Expiration da First issuance
Ellensburg General Business - Non-Resident				Active	Mar-31-2024 Feb-11-2020
Federal Way General Business - Non-Resident	15-105228-0	)(		Active	Mar-31-2024 Oct-14-2015
Kirkland General Business - Non-Resident	OBL23792			Active	Mar-31-2024 Nov-19-2018
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024 Sep-27-2019
Minor Work Permit				Active	Mar-31-2024 Dec-15-2010
Spokane General Business	T12054470B	L		Active	Mar-31-2024 Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2024 Jun-12-2009
Wenatchee General Business - Non-Resident	170046		~	Active	Mar-31-2024 Oct-16-2019

Count	Details	Status	Expiration da First issuanc
verning people not re	egistered with Secretary o	f State	
	Title		
Status			First issued
Active			Mar-14-2019
Active			Mar-14-2019
Active			Mar-14-2019
	Status Active Active	Title  Status  Active  Active	rerning people not registered with Secretary of State  Title  Status  Active  Active

The Business Lookup information is updated nightly. Search date and time: 4/4/2023 11:09:04 AM

### **Contact us**

How are we doing? **Take our survey!** 

Don't see what you expected?

Check if your browser is supported



SSIMPSON1



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

and comments accessed in a significant and access and a	······································					
PRODUCER	CONTACT Stacia Simpson					
Hub International Northwest LLC PO Box 3144	PHONE (A/C, No, Ext): (509) 319-2912 FAX (A/C, No):  E-MAIL Stacia.Simpson@hubinternational.com					
Spokane, WA 99220						
	INSURER(S) AFFORDING COVERAGE	NAIC #				
	INSURER A: Liberty Mutual Fire Insurance Company					
INSURED	INSURER B: Liberty Insurance Corporation	42404				
Garco Construction, Inc.	INSURER C: Travelers Property Casualty Company of America 2567					
P.O. Box 2946	INSURER D: Indian Harbor Insurance Company					
Spokane, WA 99220	INSURER E :					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY				,	,	EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR	х	Х	TB2Z91469954022	12/31/2022	12/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X	ANY AUTO	Х	X	AS7Z91469954012	12/31/2022	12/31/2023	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE	Х	X	TH7Z91469954032	12/31/2022	12/31/2023	AGGREGATE	\$	10,000,000
		DED X RETENTION \$ 0							\$	
A	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
	ANY	PROPRIEDE PACTURE Y/N	N/A		EL2Z91469954042	12/31/2022	12/31/2023	E.L. EACH ACCIDENT	\$	1,000,000
		ICER/MEMBER EXCLUDED?	II, A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C	Bui	lder's Risk			QT6300J565818TIL22	12/31/2022	12/31/2023	COC Incl EQ/FL		4,000,000
D	Pro	f/Poll Liability			CEO742089707	12/31/2022	12/31/2023	\$2MM EA OCC/\$4MM AGG		
	_				·					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DON KARDONG BRIDGE REHABILITATION

PW ITB NUMBER: 5599-22

CITY OF SPOKANE, WASHINGTON IS ADDITIONAL INSURED IN REGARD TO THE GENERAL AND AUTOMOBILE LIABILITY POLICY, ALONG WITH A WAIVER OF SUBROGATION PER FORM(S) ATTACHED. THIS COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
CITY OF SPOKANE 808 SPOKANE FALLS BVLD. SPOKANE. WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
SI OKANE, WA 33201	AUTHORIZED REPRESENTATIVE







# Need

### Project Priority in System Plan:

### RIVERFRONT PARK DEVELOPMENT PRIORITIES - SECOND TIER

The following list is the Spokane Park Board's second tier of development priorities. The Spokane Park Board along with Park Staff will continue to look for outside funding sources at the Federal, State and private sector levels for the following:

### **Clock Tower Upgrade/Viewing Tower Access**

\$1.3 Million

- Installation of new, code conforming stair provided access to clock mechanism and viewing tower above.
- Installation of stairwell gallery telling the history of the Great Northern Railroad Depot and rail in Spokane.

Remaining Bridge Upgrades & Improvements

\$10 million



# 4. Design

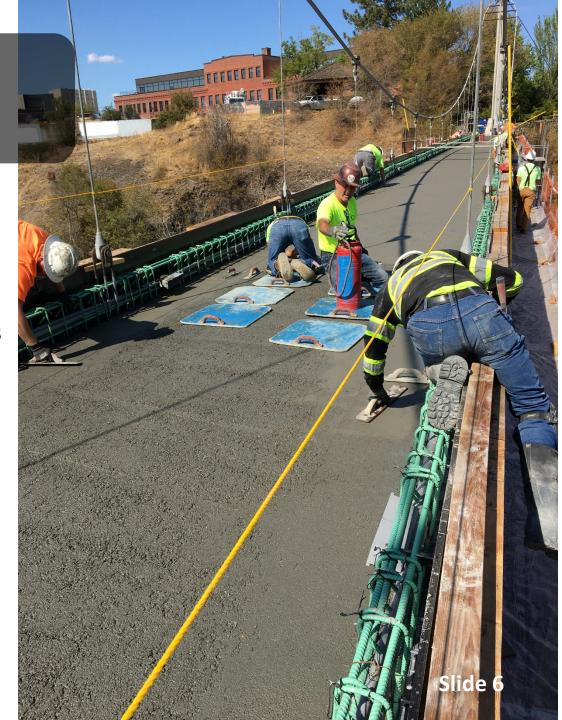
The Nuts and Bolts

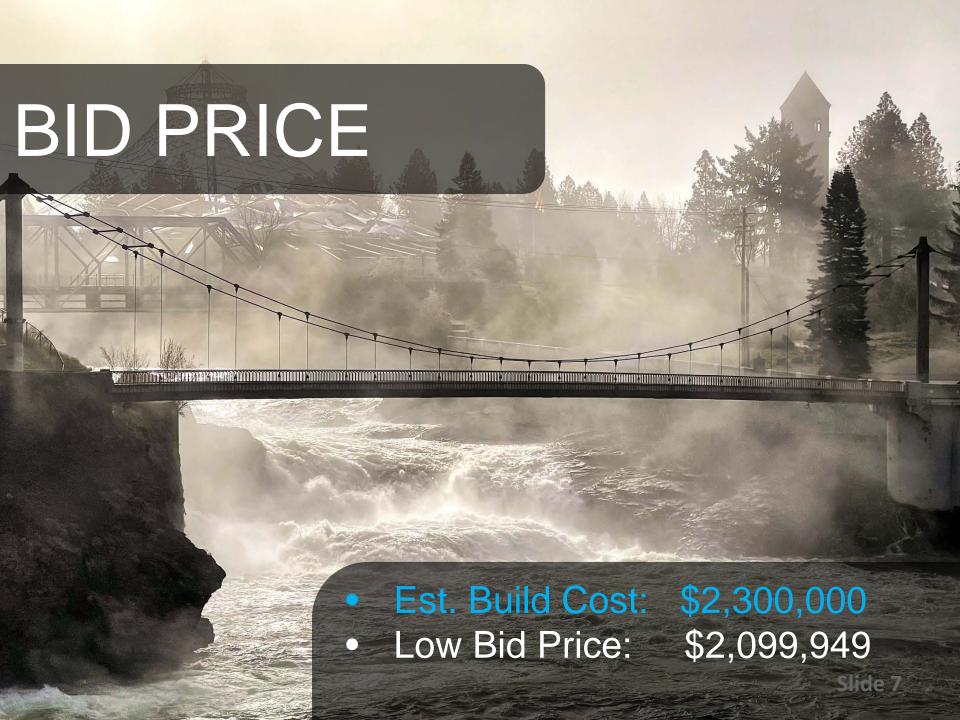
### **Design & Renovation Scope**

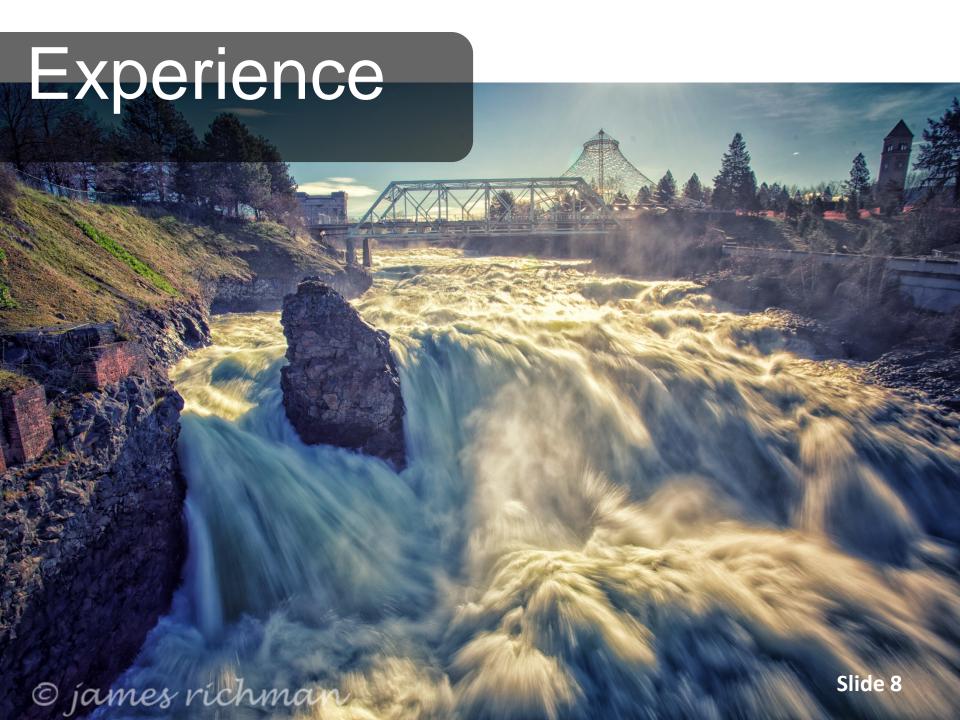
- Replace bridge decking
- Renovate bridge guardrail
- Replace selective structure
- Replace vaults on bridge ends
- Clean anchoring bolts

### Design life

- Current bridge 49 yrs old
- Extend life 50 years





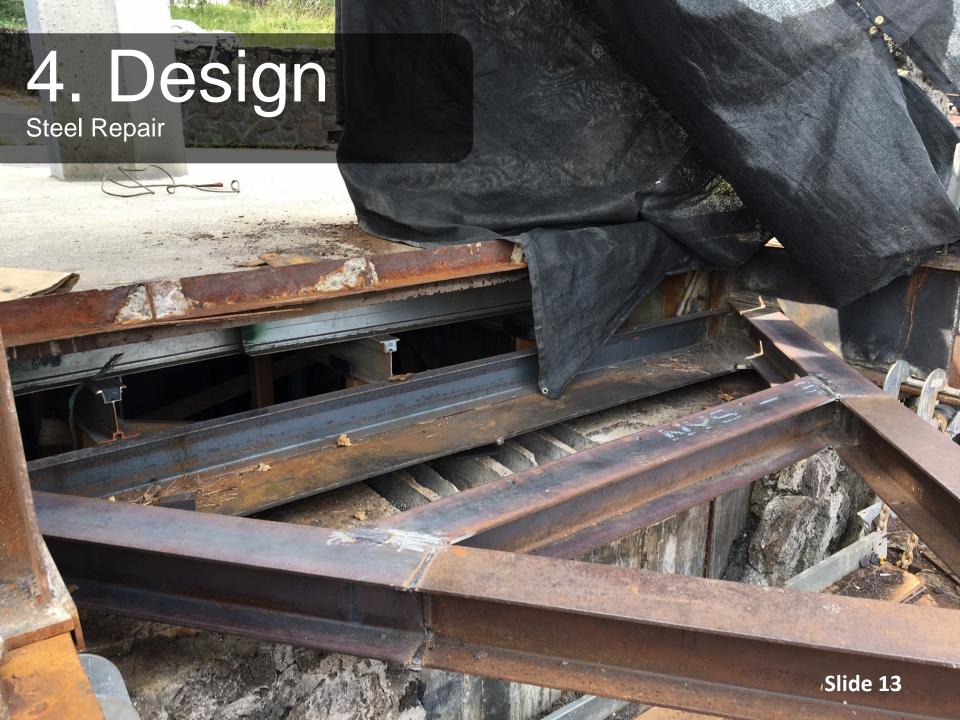






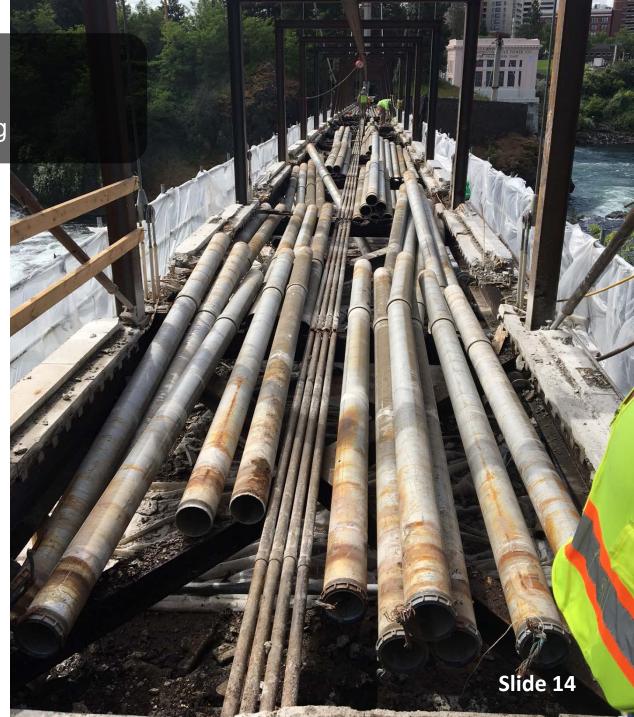






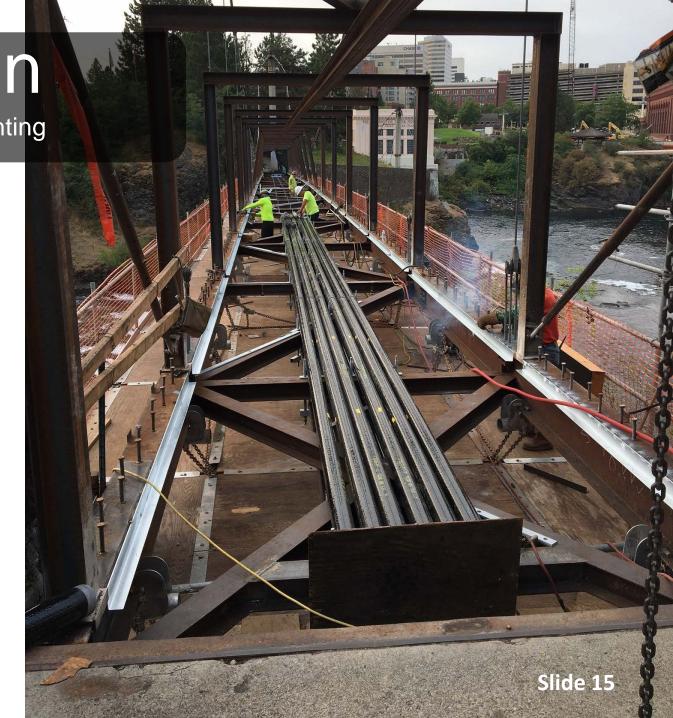
# 4. Design

Conduit Replace & Lighting



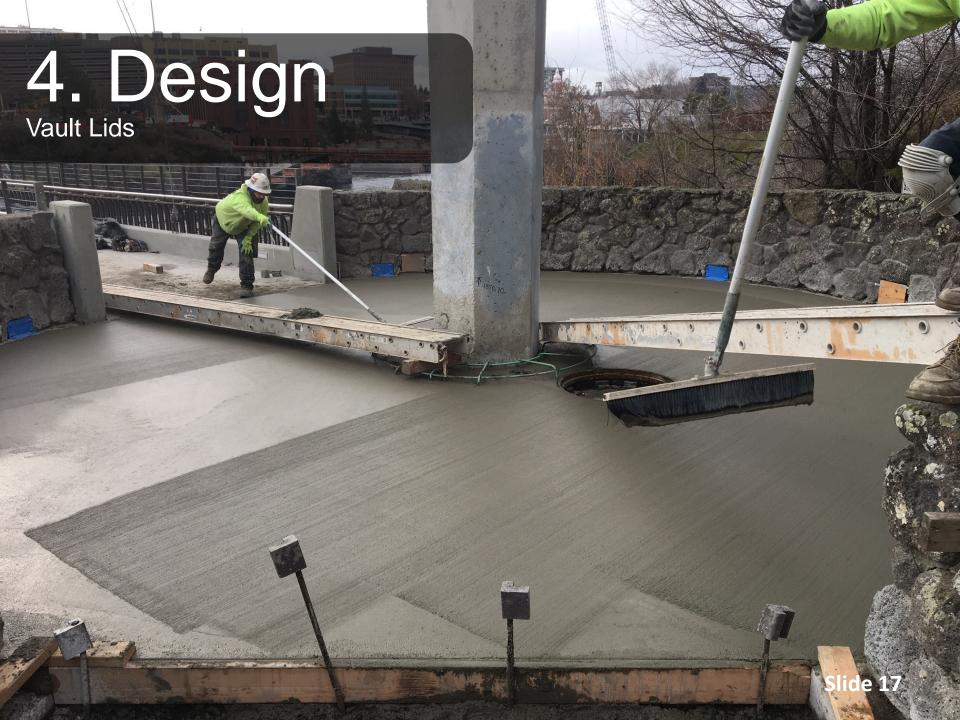
4. Design

Conduit Replace & Lighting



# 4. Design Vault Lids











# 4. Design The Experience





# Spokane Park Board Briefing Paper



Committee	Riverfront Park	Committee		
Committee meeting date	April 10, 2023			
Requester	Jonathan Moog		Phone number: (509	9)625-6243
Type of agenda item	Consent	Discussion	Information	<ul><li>Action</li></ul>
Type of contract/agreement	New Rer	newal/ext. OLease	Amendment/change o	rder Other
City Clerks file (OPR or policy #)	2021-0627			
Item title: (Use exact language noted on the agenda)	Doppelmayr US	A Master Agreement A	Amendment (\$90,000, tax i	nclusive)
Begin/end dates	Begins: 09/15/2	022 Ends:	09/15/2026	Open ended
Background/history: Park Board approved a sole source of September 2021, Park Board approved Numerica SkyRide maintenance requand certified by the manufacturer. In a three-year maintenance schedule, amount from \$50,000 to \$90,000 in or september 2021.	ed a five year o iirements are u 2022, Doppelm This amendme	on-call master agree nique to the attraction ayr completed a sen nt to the master agree	ment. These document on and have specification rvice assessment and resement increases the ar	recognize the ns determined ecommended nnual contract
Motion wording: Approve an amendment to the Master Ag			90,000, tax inclusive.	
<b>Approvals/signatures outside Parks:</b> If so, who/what department, agency or co	Yes Yes	○ No		
Name: James Griffith		: james.griffith@dopp	elmayrusa.com Phone: 38	5-272-7462
Distribution:  Parks – Accounting  Parks – Sarah Deatrich  Requester: Jonathan Moog  Grant Management Department/Name:				
Fiscal impact: • Expenditure Amount: 90,000 annually	Revenue	Budget code: 1400-54312-76810-5	54201	
Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: 602-200-664 Business license exp	•	W-9 (for new	contractors/consultants/ven or new contractors/consultar rtificate (min. \$1 million in Ge	nts/vendors

Updated: 10/21/2019 3:23 PM



## CITY OF SPOKANE PARKS AND RECREATION

### **CONTRACT AMENDMENT**

Title: ON-CALL PARTS AND SERVICE FOR SKY RIDE

This Contract Amendment is made and entered into by and between the CITY OF SPO-KANE PARKS AND RECREATION as ("City"), a Washington municipal corporation, and DOP-PELMAYR USA INC., whose address is 3160 West 500 South, Salt Lake City, Utah 84104, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide On-Call, Parts and Service for the Sky Ride; and

WHEREAS, Contractor will perform a more comprehensive maintenance schedule requiring additional funds thus, the original Contract needs to be formally amended this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

#### 1. CONTRACT DOCUMENTS.

The Contract, dated September 15, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

### 2. EFFECTIVE DATE.

This Contract Amendment shall become effective on September 15, 2022 and shall run through September 15, 2026.

#### 3. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOL-LARS** (\$90,000.00), and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

### **CITY OF SPOKANE** DOPPELMAYR USA INC. PARKS AND RECREATION By\_\_\_\_ Signature By\_\_ Date Date Signature Type or Print Name Type or Print Name Title Title Approved as to form: Attest: City Clerk Assistant City Attorney

Attachments that are part of this Agreement:

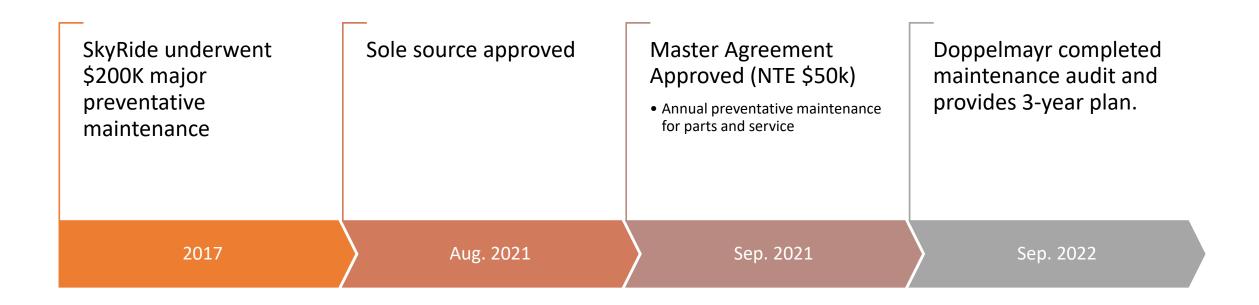
23-064

2

Doppelmayr Master Agreement Amendment



# Background



### 3-Year Plan Goal:

- Identify the full scope and cost of work required on the SkyRide
- Prevent downtime
- Forecast and schedule long range work requirements
- Identify additional ways to modernize attraction







### Three Year Plan

- 2023
  - Perform carrier, carrier hanger and grip maintenance and NDT (Sept 2023)
  - Sheave assembly rebuilds- 3 towers (complete March 2023)
- 2024
  - Replace return bullwheel bearings
  - Replace all return tension system hydraulic hoses
  - Sheave assembly rebuilds- 3 towers
- 2025
  - Sheave assembly rebuilds- 3 towers
- System modernization
  - Replace low voltage wiring
  - Replace DC Main Drive Control and Electric Motor to AC
  - Upgrade Low Voltage Controls
- Not Identified on Plan
  - Rope Replacement 10 years
  - Hydraulic Ram replacement

## Next Steps

### Motion

### **Progress Report**

Motion: Approve an amendment to the master agreement with Doppelmayr USA, NTE \$90,000

- Amount was budgeted in 2023 budget
- Increase covers Sheave rebuilds

# Staff will provide update Summer 2023

- Complete cost assessment of 3-year plan
- If necessary, propose second amendment to complete plan



March 2023 Update





SEPTEMBER 6 SPOKANE PAVILION

LORD HURON

GET TICKETS AT SPOKANEPAVILION.COM











THE HEAD AND THE HEART

FATHER JOHN MISTY

GOOSE

WITH SPECIAL GUEST MIYA FOLKK

DOORS 4:30PM SPOKANE PAIVLION

6:00PM

THEHEADANDTHEHEART.COM | FATHERJOHNMISTY.COM

More coming soon!

